



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

August 9, 2018

Iron Mountain Information Management LLC

Kevin Grogan

Director

1 Federal Street, 7th Floor

Boston, MA 02110

Kevin.Grogan@IronMountain.com

Dear Kevin:

The Austin City Council approved the execution of a contract with your company for Off-Site Records Storage which is recapped below:

Responsible Department:	Office of the City Clerk
Department Contact Person:	Eric Stene
Department Contact Email Address:	Eric.Stene@austintexas.gov
Department Contact Telephone:	512-974-1388
Project Name:	Off-Site Records Storage
Contractor Name:	Iron Mountain Information Management LLC
Contract Number:	MA 4500 NS180000043
Contract Period:	9/1/2018- 08/31/2023
Dollar Amount	\$1,750,000
Extension Options:	0
Requisition Number:	17081100703
Solicitation Type & Number:	Sole Source Certificate of Exemption
Agenda Item Number:	54
Council Approval Date:	06/14/2018

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Liz Lock

Procurement Specialist III

City of Austin

Purchasing Office

cc: Claudia Rodriguez
Eric Stene

**CONTRACT BETWEEN THE CITY OF AUSTIN AND
IRON MOUNTAIN INFORMATION
MANAGEMENT LLC FOR
CITYWIDE OFF-SITE RECORDS STORAGE
MA 4500 NS180000043**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Iron Mountain Information Management, LLC. ("Contractor"), having offices at 1 Federal Street, 7th Floor, Boston, MA 02110.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Exhibit A, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities and all aspects of the tasks and associated services identified in Exhibit A. In the event that the need arises for the Contractor to provide deliverables beyond those stated in Exhibit A, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities and completing the services identified in Section 2. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Kevin Grogan, Phone: (512) 748-6412, Email Address: Kevin.Grogan@IronMountain.com. The City's Contract Manager for the engagement shall be Eric Stene, (512) 974-1388, Email Address: Eric.Stene@austintexas.gov. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in Exhibit A, Scope of Work, in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 Contractor shall provide goods and services at the price listed in Exhibit B, Cost Proposal Sheet.

2.3 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform the tasks set forth in the Scope of Work, attached hereto as Exhibit A.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** In consideration for the goods and services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$1,750,000 for all fees and expenses. The Contractor will be paid as indicated in Exhibit B, Price Sheet upon the successful completion of the Scope of Work, as described herein.

3.2 **Economic Price Adjustment.**

3.2.1 **Price Adjustment.** Prices shown in this Contract shall remain firm for the first twenty-four (24) month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed seven percent (7%) for any single line item and in no event shall the total amount of the contract be

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automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- 3.2.2 **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- 3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- 3.2.4 **Indexes.** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- 3.2.4.1 The following definitions apply:
- 3.2.4.1.1 **Base Period.** Month and year of the original contracted price (the solicitation close date).
- 3.2.4.1.2 **Base Price.** Initial period quoted, proposed and/or contracted per unit of measure.
- 3.2.4.1.3 **Adjusted Price.** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- 3.2.4.1.4 **Change Factor.** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- 3.2.4.1.5 **Weight %.** The percent of the Base Price subject to adjustment based on an index change.
- 3.2.4.2. **Adjustment-Requested Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- 3.2.4.2.1 Utilize final Compilation data instead of Preliminary data
- 3.2.4.2.2. If the referenced index is no longer available shift up to the next higher category index.
- 3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: PCU4931	
<input type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/>
Geographical Area: United States	
Description of Series ID: Warehousing and storage	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Standard Storage and Services, Vaulting, Premium Storage and Services	

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: WPU091506	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Office supplies and accessories	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Other Program Fees, Custom Storage and Services	

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3.2.5 **Calculation.** Price adjustment will be calculated as follows:

3.2.5.1 **Single Index.** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

3.2.6 If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **Invoices.**

3.3.1 The Contractor shall submit separate invoices for each account for each department code detailing each purchase order or delivery order after services have been rendered. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

3.3.2 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be emailed to the below addresses:

records.center@austintexas.gov

3.3.3 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

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3.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 Contractor shall not use subcontractors unless requested by the City. Third party transportation carriers, including but not limited to FedEx and UPS, are not considered subcontractors of Contractor.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for a term of 60 months.

4.1.1 Upon expiration of the contract, the Contractor agrees to be bound by the terms and conditions of this Contract for such a period of time, such as a holdover, as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up

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to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 Termination Without Cause. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 Fraud. Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 Insurance: The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. Third party transportation carriers, including but not limited to FedEx and UPS, are not considered subcontractors of Contractor and all requirements of Section 5.1 relating to subcontractors shall not apply to such third party transportation carriers.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088 Austin, Texas
78767

OR

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PURInsuranceCompliance@austintexas.gov

5.1.1.8 The “other” insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.11 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.12 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.13 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

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5.1.2.2.2 Thirty (30) calendar days' Notice of Cancellation, to the extent feasible.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Thirty (30) calendar days' Notice of Cancellation, to the extent feasible.

5.1.2.4 **Professional Liability Insurance.**

5.1.2.4.1 The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim.

5.1.2.5 **Property Insurance.** The Contractor shall provide **All Risk Property coverage** for a limit of \$250,000 for the full replacement cost of Contractors premises, machinery and equipment used in connection with the performance of the services.

5.1.2.6 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Right Of Inspection And Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

5.3 **No Replacement Of Defective Tender.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

5.4 **Equal Opportunity.**

5.4.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.4.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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5.5 Acceptance of Incomplete or Non-Conforming Deliverables. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.6 Delays.

5.6.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.6.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.7 Ownership And Use Of Deliverables. The City shall own all rights, titles, and interests throughout the world in and to the deliverables. This Contract does not convey to City any ownership rights in the technology or know-how used to provide the services or software delivered or otherwise made available hereunder by Contractor, including without limitation, the SafeKeeperPLUS® or SecureBase inventory management systems accessible through the Internet, any metadata or indices created in connection with the performance of the services, any documentation, or new applications of Contractor's intellectual property, all of which shall be exclusive property of Contractor or its licensors. This Contract constitutes only a right to use or access Contractor intellectual property if included as part of a Service ordered under this contract.

5.7.1 **Software.** Contractor grants to City a limited, non-exclusive, royalty free license to use IMConnect, IMLink or any un-customized successor version of either for City's use solely in conjunction with the Services provided by Contractor during the term of this Agreement and during renewal terms. Contractor shall provide use of IMConnect, IMLink or any un-customized successor version of either to all City users at no charge. Contractor represents and warrants that (a) it either owns the entire right to, title to and interest in or has the right to license any software and/or associated documentation provided during the term of this Agreement (b) said software and modifications thereto shall perform in accordance with the functional specifications and all written documentation in all material respects, if any are provided by the Contractor, (c) use of any software licensed under this Agreement does not violate any patent, copyright, trademark, trade secret, intellectual property right or other proprietary right of any third party or constitute a misuse of a trade secret of any third party, (d) if any software licensed under this Agreement infringes any such proprietary rights of a third party, Contractor agrees to indemnify and hold harmless the City, its affiliates, directors, and employees and from any and all damages and expenses arising out of any threatened, alleged or actual claim made by a third party based on the allegedly infringing software. This provision shall survive termination of this Agreement for a period of two years following the date of such termination. City shall use software licensed hereunder only in accordance with the written specifications and documentation which are deemed attached hereto and incorporated herein or otherwise provided in writing by Contractor to City.

5.8 Rights to Proposal and Contractual Material. All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must

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be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.9 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.2 **Warranty – Deliverables and Services.** The Contractor warrants and represents that all Deliverables to be provided to the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract and will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 Recycled Deliverables shall be clearly identified as such.

6.2.2 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.3 If during the term of this Contract, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.4 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

6.2.5 If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

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7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 Significant Event. The Contractor shall promptly notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations.

7.5 Audits and Records.

7.5.1 During the term of the Agreement, Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract excluding proprietary information or practices of the Contractor. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

Contractor is subject to City Code 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.1 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection

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with this Contract.

7.6 Stop Work Notice. The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 Indemnity.

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property (excluding City's materials as that term is defined below) of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees ;

7.7.1.1.2 death, bodily injury, or worker's compensation.

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM , INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 Claims. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office

To the Contractor:
Iron Mountain Incorporated

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ATTN: Liz Lock, Contract Administrator
P O Box 1088
Austin, TX 78767

ATTN: Kevin Grogan, Contract Manager
4121 S. Industrial Drive
Austin, Texas 78744

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any

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attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's**

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MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

7.22.1 STANDARD CONTRACTOR AND SUBCONTRACTOR FACILITY ACCESS REQUIREMENTS:

7.22.1.1 Access to a City building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

7.22.1.2 Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

7.22.1.3 Contractor personnel will be required to check in at the security desk when entering or leaving the building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

7.22.1.4 The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

7.22.1.5 The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

7.23 Subcontractors. Contractor shall not use subcontractors unless requested by the City. Third party transportation carriers, including but not limited to FedEx and UPS, are not considered subcontractors of Contractor.

7.24 Jurisdiction And Venue. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.25 Invalidity. The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence

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of the Contract be determined to be void.

7.26 Holidays. The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.27 Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.28 Non-Suspension or Debarment Certification. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.29 Limitation Of Liability: Notwithstanding anything to the contrary in this Contract or any document referenced herein, this section entitled "Limitation of Liability" shall establish and govern the maximum aggregate liability of Contractor, if any, arising under this Contract with respect to loss, damage, destruction, default, release or inadvertent disclosure of City's materials or the data therein, regardless of whether an action is brought in contract, tort or under any other theory of liability provided however, the limits and exclusions of liability stated in this section shall not apply to claims to the extent they involve: (i) Contractor's indemnification obligations set forth in Section 7.7 (Indemnity) above; and (ii) Contractor's infringement of any United States patent, copyright or trademark. The City declares that, for purposes of this Contract, the value of City's materials stored with Contractor is \$3.50 per carton, linear foot of open-shelf files or other storage unit. Contractor shall not be liable for the loss or destruction of, or damage to, City's stored materials, including costs resulting from a loss of materials constituting a breach of data security or confidentiality, unless such loss, destruction, or damage was proximately caused by Contractor's negligence; and in the event Contractor is so liable, Contractor's liability is limited to \$3.50 per carton, linear foot of open-shelf files or other storage unit. With respect to services not related to the storage of City's materials, Contractor shall not be liable for any loss or default, including costs resulting from a loss constituting a breach of data security or confidentiality, unless such loss or default is due to the negligence of Contractor. If liable, the amount of Contractor's liability is limited to the amount paid by City for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by City for the particular service that gave rise to the claim. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory. The City's materials are not insured by Contractor against loss or damage, however caused. If City's materials are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible

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for any claim related to the materials arising while in the custody of the carrier. This section shall survive the expiration or termination of this Contract.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

IRON MOUNTAIN INFORMATION MANAGEMENT,
LLC.

By: 
Signature

Name: Pinku Dutia
Printed Name

Title: Director, Business Support

Date: 08-06-2018

CITY OF AUSTIN

By: 
Signature

Name: Liz Lock
Printed Name

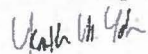
Title: PROCUREMENT SPECIALIST III

Date: 8/8/18

By: 
Signature

Name: Claudia Rodriguez
Printed Name

Title: Procurement Specialist IV
Date: 8/8/18

Approved as to Form and Legal Content:
Iron Mountain Legal Department

Katherine Tobin, Corporate Counsel
Date: 08/03/2018
Customer Name: Austin

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List of Exhibits

Exhibit A	Scope of Work
Exhibit B	Schedule A: Program Pricing Schedule/ Pricing Agreement
Exhibit C	Non- Discrimination Certification, Section 0800
Exhibit D	Primary Delivery Locations
Exhibit E	Section 0100
Exhibit F	Section 0200
Exhibit G	HIPAA Agreement

**EXHIBIT A
CITY OF AUSTIN
SCOPE OF WORK
CITYWIDE OFF-SITE RECORDS STORAGE**

1. INTRODUCTION

Records are some of the City of Austin's (City) most valuable assets. Under the authority of Austin City Code Chapter 2-11, the City's Records and Information Management Program governs the creation and management of records and information to ensure authentic, reliable and useable records, capable of supporting City functions and activities for as long as the records and information are required. A Contractor provided secure offsite Records Center is a cost effective way for the City to store inactive records that are no longer used regularly, but legal requirements mandate the City retain access to hard copies and microfilm records of the documents.

On average, the City makes 4,000 retrieval requests annual, including boxes requested for permanent withdrawals, which results in about 20,000 items to be retrieved or refilled annually. Rush requests account for 50 of those annual retrieval requests. Annually, the City averages 10,000 boxes scheduled for destruction. The City makes approximately 200 requests for supplies annually, for about 3,000 items.

2. DEFINITIONS

- 2.1 Standard delivery within six (6) business hours: If the City makes a request before 11:00 a.m., the Contractor shall deliver the requested items no later than the afternoon of the same day. If the City makes a request after 11:00 a.m. but before 3:30 p.m., the Contractor shall deliver the requested items before 12:00 p.m. of the next business day.
- 2.2 New box: Initial pickup and accessioning of a box for transfer to the Contractor's facility.
- 2.3 Retrieval: Pulling and delivering an item (box/file) from the Contractor's facility to a City location.
- 2.4 Refile: Picking up from a City location and returning an item (box/file) to the appropriate box stored at the Contractor's facility.

3. TASKS/REQUIREMENTS

3.1 Contractor's Responsibilities

- 3.1.1 **Storage and Service Guidelines** – Adapted from PRISM (Professional Records and Information Services Management).

The Contractor shall:

- 3.1.1.1 Have a storage facility or facilities that meets the following space requirements, at a minimum:
 - 3.1.1.1.1 Records Center shall be able to accommodate at least 95,000 cubic feet (approximately 70,000 boxes) of records of various sizes.
 - 3.1.1.1.2 Vault Storage shall be able to accommodate at least 250 cubic feet of records.
 - 3.1.1.1.3 Ability to increase the space used for the storage and servicing of City records as necessary.
- 3.1.1.2 Understand the volume of storage materials, retrieval actions, and other service activity rates presented in this scope of work are estimates. The actual storage extent and service volumes required during the term of the contract may be more or less than these estimates.
- 3.1.1.3 Have a storage facility that meets or exceeds all requirements established by the National Fire Protection Association as outlined in NFPA 232A and/or NFPA232 for guidelines for fire protection for Archives and Records Centers and the Protection of Records and all other identified NFPA guidelines found in the NFPA documents listed above.

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CITY OF AUSTIN
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- 3.1.1.4 Have a storage facility that meets or exceeds the requirements of the building requirements for the City codified through the Building Criteria Manual, Section 5- Commercial Construction- Mechanical, Electrical, Plumbing and Other Technical Codes. Reference link:
https://library.municode.com/TX/Austin/codes/building_criteria_manual?nodeId=S5COCOECPLPLOTTECO
- 3.1.1.5 Provide a list of all storage facilities and addresses that shall be used to store City records.
 - 3.1.1.5.1 The storage facilities shall be located within a 40 mile radius of City Hall located at 301 West 2nd Street, Austin, Texas.
 - 3.1.1.5.2 The City reserves the right to inspect all facilities, and if necessary, provide a list of the locations that are deemed unacceptable for use on this contract.
 - 3.1.1.5.3 Contractor facilities may be visited, inspected, and evaluated based on PRISM guidelines and National Fire Protection Association standards for archives and records centers. Vendors shall state whether or not they are in compliance with these standards and identify variances.
 - 3.1.1.5.4 If a facility is shared with other tenants, the City reserves the right to assess risks posed by the other tenants to the City's records. If the City finds another tenant's use unacceptable, an alternate location shall be provided. Should tenants list of the facility changes during the term of this contract, the City reserves the same rights of approval of any new tenants.
- 3.1.1.6 Provide a secure loading and unloading area to ensure the safety of the City records.
- 3.1.1.7 Provide a storage facility that is equipped with perimeter and interior security systems that are monitored 24-hours daily. A visitor sign in/out log shall be maintained. Non-employees (not including casual labor or facility maintenance teams) of the Contractor shall not be allowed entrance into records storage areas unless accompanied by Contractor's staff, authorized service and maintenance personnel, or personnel authorized in writing by the Contractor's client companies.
- 3.1.1.8 Provide a storage facility that maintains a fire and water prevention program. Examples of a prevention program included, but are not limited to, prohibiting smoking or open flame devices in the storage areas, prohibiting drinks in the facility, smoke detectors or fire alarms, use of water monitoring alarms, etc. The Contractor shall provide a detailed description of their fire and water prevention program within five (5) business days of a request, or at a time mutually agreed to between the Contractor and the City.
 - 3.1.1.8.1 Water is allowed in storage facility if contained in a plastic or metal container with a lid.
- 3.1.1.9 Provide a storage facility that is equipped with an appropriate fire detection and suppression system in accordance with NFPA13. The system shall be routinely tested. If the facility has a sprinkler system, the system shall have a warning device to alert staff of activation and have a manual shut-off capability to prevent unnecessary damage to records. The bid should describe the sprinkler system in place.

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- 3.1.1.10 Keep the storage facility free of dust and dirt accumulation.
- 3.1.1.11 Be responsible for any cost associated with the physical movement of boxes by the Contractor from the current facility to another facility of the Contractor including transportation and labor expenses.
- 3.1.1.12 Staff the storage facility during normal business hours. Normal business hours shall be defined as 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding City holidays. Additionally, emergency retrieval services for holidays and non-business hours shall be provided. Historically, the City has not required after-hours retrieval, but this service shall be provided if requested.
- 3.1.1.13 Store City records on steel shelving units appropriate for the industry. Boxes shall not be stacked more than four (4) boxes high. The Contractor may request the Contract Manager or designee to provide a written authorization to use pallets to aid in the storage of City materials.
- 3.1.1.14 For after hour access, customer will use Iron Mountain call in customer service team.
- 3.1.1.15 Provide a dedicated local account manager and telephone numbers of local customer support team members to handle issues in the event that the Contractor's main support number is not able to address issues in a manner that is acceptable to the City.
- 3.1.1.16 Operate their own vehicle(s) capable of accommodating deliveries/pick-ups to multiple locations. The vehicle(s) shall be able to accommodate requests ranging from one box/file to more than 100 boxes/files, be equipped with locks and an intrusion alarm system to ensure the security of City records in transit, maintained in good working order which includes a regularly scheduled maintenance program, equipped with appropriate two-way communications (cell phone, etc.) and a fire extinguisher at a minimum, unless otherwise specified and agreed to by the Contract Manager or designee.
- 3.1.1.17 Have a pest control program in place which includes, but is not limited to, at least two (2) termite inspections per year by a licensed pest control service. Copies of the pest control maintenance agreements shall be provided within five (5) business days upon request the City, or at a time mutually agreed to between the Contractor and the City. The City shall be notified immediately should any infestation be detected at the facility.
- 3.1.1.18 Have access to storage vault(s) for microfilm, videotape, and computer tape that shall be protected by a firewall with a rating of not less than two (2) hours. Vault openings shall be fitted with a suitable fire resistant door.
- 3.1.1.19 Maintain environmental conditions of storage areas for hardcopy or paper records that meets all industry standards for proper storage of paper.
- 3.1.1.20 Maintain temperature in the vault areas shall meet recommended best practices.
- 3.1.1.21 Make available monitoring records for environmental conditions to the City within five (5) business days upon request the City, or at a time mutually agreed to between the Contractor and the City. The City reserves the right to place equipment in the Contractor's facility to monitor temperature and humidity levels.
- 3.1.1.22 Maintain a process for identifying items (boxes or files) that are lost while in the Contractor's care. That process/procedure shall include a notification system to

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inform the Contract Manager or designee immediately when a lost item is identified.

3.1.2 Security and Risk Management Guidelines

The Contractor shall:

- 3.1.2.1 Maintain and adhere to personnel policies regarding confidentiality, HIPAA and Privacy Act regulatory requirements, drug-testing requirements, and background checks. Copies of personnel policies, confidentiality or non-disclosure agreements signed by the Contractor's employees shall be provided within one (1) business day of a request by the City, or at a time mutually agreed to between the Contractor and the City.
- 3.1.2.2 Maintain a disaster recovery program and provide a copy of the disaster recovery plan within one (1) business day of a request by the City, or at a time mutually agreed to between the Contractor and the City.
 - 3.1.2.2.1 Acceptable proof of disaster recovery program can be provided as a Table of Contents
 - 3.1.2.2.2 Upon request, the Contractor may review the copy of the disaster recovery plan at the Contractor's facility
- 3.1.2.3 Provide protection from sabotage, theft and vandalism. The Contractor shall have procedures to secure records in transit including, but not limited to, contingency plans to secure records in the event of an accident. The Contractor shall provide a copy of the procedure within one (1) business day of a request by the City, or at a time mutually agreed to between the Contractor and the City.

3.1.3 Authorizations, Access and On-site Use

The Contractor shall:

- 3.1.3.1 Maintain a list of City personnel authorized to request retrieval, delivery or pickup of stored records belonging to the City. This list shall be updated by the City's Contract Manager or designee as changes occur.
- 3.1.3.2 Customer agrees to use Iron Mountain Connect to manage authorization by the Contract Manager or designee for any and all transfers of new boxes, accessions, permanent removals, or destruction.
- 3.1.3.3 Notify the Contract Manager or designee when feasible of any communications with City staff that are not listed on the authorized personnel list regarding requests for services.
- 3.1.3.4 Work with the City on special projects requiring the temporary staging of records at the Contractor's records storage facility. These projects usually entail the verification of contents prior to destruction, box renumbering, review for historical value, etc. The City will provide a minimum of a one (1) business day notice for special projects which involve the staging of more than 30 boxes.
- 3.1.3.5 Provide a secure area/room at their storage facility for referencing files and boxes. This should include tables, chairs and electrical outlets suitable for extended research.

3.1.4 Pick-up, Retrieval, and Delivery Response Times

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- 3.1.4.1 The City's Records and Information Management Services (RIMS) Division is the office that processes and authorizes all requests for storage, supplies, retrieval, removal, destruction or other services. All contact between the Contractor and the City shall be through an authorized representative of the RIMS Division.

The Contractor shall:

- 3.1.4.2 Deliver or pickup requested items from a number of City locations as identified by the RIMS Division. The City will submit service requests through the RIMS Division to the Contractor using the following methods:

3.1.4.2.1 A File Transfer Protocol (FTP) process for retrievals, new box pickup and refilling services.

3.1.4.2.2 Requests for supplies through a website interface or e-mail.
Requests the destruction of records through e-mail.

- 3.1.4.3 Be able to accommodate the City's automated submission of requests that includes being able to receive and process the following submittals via an FTP site:

3.1.4.3.1 A formatted text file (currently an .ord file) for processing deliveries and pickups.

3.1.4.3.2 Produce an inventory spreadsheet report for Infolinx, the City's internal records center tracking system, to produce the corresponding City Reconciliation Report. A list of current delivery locations will be provided by the City (see Exhibit D).

- 3.1.4.4 Provide a process for tracking items picked up and delivered. Tracking items used may include, but not limited to the use of barcode technology, Radio Frequency Identification (RFID) technology, etc.

- 3.1.4.5 Provide alternative retrieval options such as faxing and/or image on demand.

- 3.1.4.6 Have the ability to process all orders by phone in the event the web-interface process are not working.

3.1.5 Supplies

The contract shall provide the following types of supplies:

- 3.1.5.1 Barcodes – that includes an eye-readable box number that shall serve as the identified box number. The box number shall not exceed 15 numerical digits.

- 3.1.5.2 Record Storage Boxes – conforming to the following specifications at a minimum:

3.1.5.2.1 Overall interior dimensions shall be approximately 12"W X 10"H X 15"L.

3.1.5.2.2 Box shall be a die-cut design, constructed from 200 lb. bursting tested Kraft corrugated cardboard.

3.1.5.2.3 The storage box shall be of double-thick bottom and single-thick side panels with smooth fold-over edge and double-thick front and double-thick rear panels.

3.1.5.2.4 A slotted opening approximately 1" X 4" shall be provided on both front and back panels, approximately 2" from the top of the box and even with the lid, to be used as a hand-hole.

- 3.1.5.3 Map Tube Storage Box – designed to hold rolled maps, blueprints, plans and drawings of various sizes.

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- 3.1.5.3.1 Overall exterior dimensions (with bottom and top end closed) shall be approximately 9" X 9" X 44".
- 3.1.5.3.2 Box shall be die-cut design, constructed of 275 lb. test, Kraft corrugated cardboard. Corrugation fluting shall run "around" box transverse to the long dimension to the box to allow side stacking of boxes on open shelving.
- 3.1.5.3.3 Box seam forming closed "tube" shall be stapled or glued along length of box at 2" intervals. Seam should be on the bottom of the box when stored horizontally on warehouse shelving.
- 3.1.5.3.4 Bottom end of tube shall incorporate a fold-lock design using the four side flaps to prevent box contents from falling out when box is placed upright (lengthwise).
- 3.1.5.3.5 Top end of box shall include 3" wide fold-in side flaps hinged on the left and right sides. Top end shall also include an outer flap incorporating a mail-lock, tab designed, such that it remains closed when folded and inserted into the tube. The tab on the side shall be able to be locked into the slot in the top.

3.1.6 Destruction of Material

The contractor shall provide destruction services for both confidential and non-confidential material.

3.1.6.1 The City will perform the following:

- 3.1.6.1.1 Identify boxes that are eligible for destruction using the City's internal tracking database, Infolinx.
- 3.1.6.1.2 City staff will generate and distribute a "destruction request" to the Contractor.
- 3.1.6.1.3 City staff will review any destruction reports prepared by the Contractor for accuracy.
- 3.1.6.1.4 The City's contract Manager or designee will approve the destruction of the material in writing (e-mail, etc.).

3.1.6.2 The Contractor shall perform the following:

- 3.1.6.2.1 Process the destruction request within the Contractor's tracking database.
- 3.1.6.2.2 Verify the City's destruction request and the Contract's destruction approval notice match.
- 3.1.6.2.3 Provide a destruction approval notice to the City for review and approval in an electronic format, preferred format is Excel.
- 3.1.6.2.4 Correct any errors on the destruction approval notice and resubmit a corrected notice within three (3) business days of receipt from the City.
- 3.1.6.2.5 Contractor shall pull up to 200 boxes per business day. Completion time may vary depending on volume of records requested to be destroyed.
- 3.1.6.2.6 Verify the correct boxes have been pulled.
- 3.1.6.2.7 Destroy the pulled and verified boxes.
- 3.1.6.2.8 Upon destruction of the material, provide the City with a Certificate of Destruction that shows verification that the material has been properly destroyed.
- 3.1.6.2.9 Upon complete destruction of the material, recycle the material appropriately.
- 3.1.6.2.10 Bill the City based on the cubic feet of the material shredded.

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3.1.7 Monthly Reports

The City uses Infolinx to track and manage the boxes and files in storage. The Contractor shall be able to provide a variety of reports necessary to reconcile entries between the City and the Contractor's database systems through its IMConnect application. The City requires an on-going data exchange with the vendor regarding retrieval requests, refiles requests, and pick up of new box transfers. Monthly reports shall include, but are not limited to the following:

- 3.1.7.1 Requested reports shall be available for download through the Contractor's website at no cost to the City.
- 3.1.7.2 Provide summary totals of all boxes in storage by media type and by City department code number.
- 3.1.7.3 Provide summary totals of all service actions by department code number, including boxes and files retrieved, deliveries, and boxes and files refilled.
- 3.1.7.4 Listings of all new boxes added, by department, by box number (upon request).
- 3.1.7.5 Listing of boxes permanently removed, by department and box number (upon request).
- 3.1.7.6 Listing of boxes or files retrieved, by department code, by box number (upon request).
- 3.1.7.7 Listing of boxes or files refilled, by department code, by box number.
- 3.1.7.8 Listing of requests not found.

3.1.8 Removal for Contract Termination

- 3.1.8.1 Upon notification of termination, the Contractor shall work with the City to develop and implement an efficient and cost-effective transition plan which includes provision of box inventory data and removal of the records.
- 3.1.8.2 The Contractor shall perform the following:
 - 3.1.8.2.1 Boxes shall be staged in the order they are pulled from the shelves. Orders for pulling from the shelves shall be sorted in location order, allowing for the most efficient retrieval process.
 - 3.1.8.2.2 Stage a minimum of 480 boxes, or up to 10 pallets, per business day on pallets and shrink-wrap the pallets. This will not be in effect if the reason for not transferring boxes is not within its control.
 - 3.1.8.2.3 Furnish a master listing noting current status of all boxes. The preferred format of master list would be a .csv file.
 - 3.1.8.2.4 Furnish a listing of all boxes/files with an "out" status.
 - 3.1.8.2.5 Provide status history, retrieval activity, and disposal date of all boxes and items.
 - 3.1.8.2.6 Leave bar-coding and labeling intact.
 - 3.1.8.2.7 Provide reasonable, timely, and sufficient access to records for pick-up, loading, and removal.
- 3.1.8.3 Removal for contract termination includes transferring a box from its shelf or pallet location to the Contractor's loading area, de-accessioning it from the Contractor's current inventory records, recording its removal in the Contractor's system, and preparing it for pick-up by palletizing the box or boxes and shrink wrapping the pallets.

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3.1.9 Miscellaneous

- 3.1.9.1 Contractor shall staff employees trained on HIPAA, Privacy Act, and other applicable, federal, state, and local legal requirements.
- 3.1.9.2 Contractor shall staff employees with applicable certifications such as CDLs and forklift certifications.
- 3.1.9.3 Contractor shall meet with Contract Manager or designee quarterly, if deemed necessary by the City, to review reports and answer any questions or concerns.
- 3.1.9.4 Contractor shall obtain the Contract Manager's approval in advance of reboxing files.

3.1.10 Sustainability

The City prefers the Contractor to implement sustainable practices when providing for this contract. Within five (5) business days upon request by the City, or at a time mutually agreed to between the Contractor and the City, the Contractor shall provide a statement of Contractor's Sustainability efforts in relation to this Contract.

3.1.10.1 Storage facility preferences:

- 3.1.10.1.1 LED lighting
- 3.1.10.1.2 High SEER HVAC systems
- 3.1.10.1.3 Building system controls to ensure minimal required energy use outside of normal business hours

3.1.10.2 Contractor vehicle preferences:

- 3.1.10.2.1 Identify if Contractor uses electric or hybrid electric vehicles
- 3.1.10.2.2 Identify the average mpg of Contractor's vehicle fleet
- 3.1.10.2.3 List any other sustainability actions taken by the Contractor such as turning engines off on City or Contractor properties instead of letting vehicle idle

3.1.10.3 Materials to be destructed:

- 3.1.10.3.1 All materials to be destructed (especially paper, cardboard) shall be separated and recycled to the maximum extent possible. Contractor may work with Austin Resource Recovery for assistance.

3.2 City's Responsibilities

The City will:

- 3.2.1 Maintain and provide the Contractor with an up to date contact lists of authorized users and departments/locations.
- 3.2.2 Promptly report incidents that affect contract compliance to the Contractor.
- 3.2.3 Ensure department contacts are on location when the contractor arrives to provide services.

3.3 Deliverables/Milestones-

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Deliverables/ Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria
New Box Pickup	Pick up of new boxes for offsite storage	Weekly	Within five (5) business days of receipt request
New Box Processing	In bounding/processing of new boxes for storage	Weekly	Within twenty-four (24) hours of pickup from customer
Standard Delivery of Retrieved Records	Standard delivery of records retrieved or permanently withdrawn from storage	Weekly	Order by 3:00 PM for delivery next Business Day
Rush Delivery of Retrieved Records	Rush delivery of records retrieved or permanently withdrawn from storage	Weekly	Delivery within 3 hours of order placement
Emergency After-Hours Delivery of Retrieved Records	Emergency After-Hours Delivery of Retrieved Records	Weekly	Delivery within 4 hours of order placement
Pickup of Refiles	Pickup of material to be refilled in the correct box currently in storage.	Weekly	Pickup order placed before 4:00 PM on a Business Day will be picked up within the following two business days
Placement of Refiles	Placement of refills into the correct box currently in storage	Weekly	Within twenty-four (24) business hours of pickup from customer
Pull and Staging for Pickup by the City	Pull and staging of materials for pickup by an authorized City courier for retrievals	Weekly	Order by 3:00 PM for Pickup next Business Day at main HUB
Faxing or Imaging on Demand Services	Image or fax records to City departments for retrieval	Weekly	Order by 3:00 PM for Image or Fax next Business Day
Delivery of Supplies	Deliver requested supplies to City departments	Weekly	Order by 3:00 PM for delivery next Business Day

SCHEDULE A: PROGRAM PRICING SCHEDULE



RECORDS MANAGEMENT

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement (“Agreement”) between Iron Mountain Information Management, LLC, (the “Company” or “Iron Mountain”) and City of Austin (the “Customer”).

Please see our Customer Information Center at cic.ironmountain.com for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management services not specifically listed on the Schedule A will be charged at Iron Mountain’s then current rates.

Notwithstanding anything to the contrary in the Agreement, the pricing set forth in this Schedule or the Agreement will be effective on the later of (i) the date on which the Agreement is signed by both parties; (ii) the Agreement Effective Date; or (iii) the Effective Date of this Schedule. In accordance with Iron Mountain’s standard billing practices, Iron Mountain shall invoice Customer at the rates and charges set forth in this Schedule beginning on the first day of the monthly Billing Cycle in which such date falls, or the following Billing Cycle if the date falls at the end of the month.

CITY OF AUSTIN

District Name/Number: Austin - 04314 | Customer IDs : See Table
Effective Date: September 1, 2018

CUSTOMER ID TABLE



Customer Account ID	Customer Name
AF605	CITY OF AUSTIN,OFFICE OF CITY CLERK
AX86	CITY OF AUSTIN, OFFICE OF CITY CLER

IRON MOUNTAIN RECORDS MANAGEMENT



PRICING FOR CORE SERVICES (AS OF SEPTEMBER 1, 2018)

Standard Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)			
Description		Effective Price	Per
Carton Storage	Items 6, 7, 8, 9, 10, & 11	\$.180	Cubic Foot
Carton Storage, New		\$.180	Cubic Foot
Receiving and Entering - Carton		\$ 0.000	Cubic Foot
Regular Retrieval - Carton		\$ 0.000	Cubic Foot
Regular Retrieval - File from Carton		\$ 0.000	File
Regular Refile - Carton		\$ 0.000	Cubic Foot
Regular Refile - File to Carton		\$ 0.000	File
Archival Destruction - Carton	Item 20	\$ 2.900	CF plus Regular Retrieval Charge
Next Day Delivery	Item 12A & 13	\$ 20.730	Visit plus Handling Charge
TRIP CHARGE, PICKUP	Item 14 & 15	\$ 20.730	Visit plus Handling Charge
Handling Charge	Item 16	\$ 1.930	Cubic Foot

Standard Storage and Services: Vaulting (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)			
Description		Effective Price	Per
Vault Storage, Regular - Climate Control		\$ 3.390	CF
Receiving & Entry - Climate Control		\$ 3.560	CF
Regular Retrieval - Carton - Climate Control		\$ 3.200	CF
Regular Retrieval - Item from Carton - Climate Control		\$ 7.350	Item
Regular Refile - Carton - Climate Control		\$ 3.200	CF
Archival Destruction - Carton - Climate Control		\$ 5.910	CF plus Regular Retrieval Charge
Next Day Delivery - Climate Control		\$ 26.740	Visit plus Handling
Regular Pickup - Climate Control		\$ 26.740	Visit plus Handling
Handling Charge - Climate Control		\$ 2.130	CF
Regular Refile - Item to Carton - Climate Control		\$ 7.350	Item

Premium Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)			
Description		Effective Price	Per
Permanent Withdrawal - Carton	Item 28	\$ 2.020	CF plus Regular Retrieval Charge
Rush Retrieval - Carton		\$ 3.220	Cubic Foot
Rush Retrieval - File from Carton		\$ 3.220	File
Regular Interfile - Carton		\$ 3.220	Each
Half Day Delivery	Item 12	\$ 25.910	Visit plus Handling Charge
Rush Delivery - Business Day	Item 18	\$ 36.276	Visit plus Handling Charge
Rush Pickup - Business Day		\$ 37.276	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours		\$ 106.950	Visit plus Handling Charge
Miscellaneous Services - Labor	Item 25	\$ 36.280	Hour

Premium Storage and Services: Vaulting (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)			
Description		Effective Price	Per
Archival Destruction - Item from carton - Climate Control		\$ 4.030	Item plus Regular Retrieval Charge
Permanent Withdrawal - Item - Climate Control		\$ 3.930	Item plus Regular Retrieval Charge
Permanent Withdrawal - Carton - Climate Control		\$ 8.050	CF plus Regular Retrieval Charge
Rush Retrieval - Carton - Climate Control		\$ 8.360	CF
Rush Retrieval - Item - Climate Control		\$ 11.250	Item
Half Day Delivery - Climate Control		\$ 108.450	Visit plus Handling
Rush Delivery - Business Day - Climate Control		\$ 207.670	Visit plus Handling
Rush Pickup - Business Day - Climate Control		\$ 207.670	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours - Climate Control		\$ 317.280	Visit plus Handling
Regular Interfile - Item to carton - Climate Control		\$ 3.220	Each

Other Program Fees (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)			
Description		Effective Price	Per
Fuel Surcharge		*	Transportation Visit

Note: Minimum Storage accounts are not charged a monthly Administrative Fee.

***Note:** A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found at <http://cic.ironmountain.com/FuelSurcharge>

Custom Storage and Services (SEE: http://cic.ironmountain.ca/en/records/glossary/FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Storage Minimum	\$ 0.00	No Charge
RFID Z Label	\$ 0.000	File
RFID T Label	\$ 0.000	File
Standard Letter/Legal	\$ 1.960	Each
Medium Planner	\$ 6.420	Each
Image on Demand – Digital Images Scanned (in excess of the first 50 images)	\$ 0.250	Per Image
Image on Demand – Imaging Minimum (includes first 50 images)	\$ 4.50	Order
Faxing of Materials (8.5x11 or 11x14)	\$ 1.04	Page
Photocopying	\$ 0.25	Page

****Note:** Storage Minimum will not apply during the first 30 days following the effective date of your Agreement. Following this grace period, one of the accounts under this schedule designated by Customer will be assessed a Storage Minimum if the aggregate storage charges for the account(s) under this Schedule is less than the amount specified, even if no records have been moved into an Iron Mountain storage facility.

Note: Prices are reflective of services not included in the quoted activity caps.

Note: Image on Demand is not available in all markets. If the customer's requirements differ from those described in Image on Demand – Overview within the Glossary of the Customer Information Center (<http://cic.ironmountain.ca/records/glossary>), then custom services are available and must be described in an agreed upon statement of work

TRANSPORTATION SERVICES



PICKUP & DELIVERY

NEXT DAY DELIVERY

Order by 3:00 PM for delivery next Business Day

HALF DAY DELIVERY

Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.

RUSH DELIVERY, BUSINESS DAY

Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.

RUSH DELIVERY, WEEKENDS/HOLIDAYS/AFTER HOURS

Delivery within 4 hours of placement of Order.

REGULAR PICKUP

Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.

RUSH PICKUP, BUSINESS DAY

Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/additionalservices.

RECORDS MANAGEMENT – STANDARD IMAGE ON DEMAND (IOD)



This pricing included in this schedule applies specifically to the conversion on (stored) business records. Due to the complexity inherent to document conversion, additional document types may be subject to additional and/or specific pricing.

Document Conversion using Image on Demand (IOD):

- The IOD scan rate includes up to 8-minutes of total labor for each file requested for IOD conversion, covering document preparation, scanning, quality control, standard indexing, scanning non-letter legal documents and reassembly.
- Conversion work that exceeds 8-minutes per file will be charged an hourly rate in 15-minute increments (per order).
- Flatbed Scanning may be required and will be invoiced at the current photocopy rate.
- Standard Image on Demand Services are only available as a next day service. Rush or half day services are considered Custom Image on Demand Services that require a separate statement of work and subject to geographical availability.
- Digital images and indexing data will be made available through a hyperlink delivered to the requestor via email.
- Activation of IOD service is required before an order can be placed.
- All pages contained in the file will be scanned.
- Digital images will be scanned at 300 DPI, in black and white as a PDF multi-page image.
- If the customer's requirements differ from those described in this Schedule A or the description contained in "Image on Demand – Overview" within the glossary of the Customer Information Center (<http://cic.ironmountain.com>), then those requirements are considered Custom Image on Demand Services and must be described in a separate, agreed upon statement of work.

Damaged, illegible and/or odd sized documents will be scanned using a flatbed scanner, a fee will be charged for every image generated at Iron Mountain's current photocopy rate.

Rates defined above do not include charges for retrieval, refile, disposition, or physical delivery of source documentation. Rates for these services are based on customer's existing rates. All other services, not specifically listed herein or quoted on a separate Schedule A, will be charged at Iron Mountain's then current rates.

EXHIBIT C
CITY OF AUSTIN, TEXAS
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

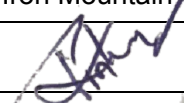
Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 19th day of June, 2018

CONTRACTOR
Authorized
Signature

Iron Mountain


Title

Director, Business Support

EXHIBIT D
CITY OF AUSTIN PRIMARY DELIVERY LOCATIONS
CITYWIDE OFF-SITE RECORDS STORAGE

The City reserves the right to add or remove locations from this list during the term of the contract. Primary delivery locations include, but are not limited to:

- 1) 1520 Rutherford Lane
- 2) 7201 Levander Loop
- 3) 505 Barton Springs
- 4) 700 E. 7th Street
- 5) 715 E. 8th Street
- 6) 124 W. 8th Street
- 7) 1124 S. IH-35
- 8) 811 Barton Springs
- 9) 500 E. Cesar Chavez
- 10) 301 W. 2nd Street
- 11) 625 E. 10th Street
- 12) 2716 Spirit of Texas Drive
- 13) 404 Ralph Ablanado
- 14) 2600 Webberville Road
- 15) 4201 Ed Bluestein
- 16) 15 Waller
- 17) 812 Springdale
- 18) 1000 E. 11th Street
- 19) 721 Barton Springs
- 20) 200 S. Lamar
- 21) 719 E. 6th Street
- 22) 800 Guadalupe Street

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Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. **Addendum** - a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. **Alternate Offers** - multiple Offers with substantive variations from the same Offeror in response to a Solicitation.
3. **Appropriate, Appropriated, or Appropriation** - the adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.
5. **Best Offer** - the best evaluated Offer in response to a Request for Proposals or Request for Qualification Statements.
6. **Best Offeror** - the Offeror submitting the Best Offer.
7. **Bid** - a complete, properly signed response to an Invitation for Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
8. **Bidder** - a person, firm, or entity that submits a Bid in response to an Invitation for Bid. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **Bid Guaranty** – a form of security assuring that the bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
10. **Bid Sheet** - a document, signed and dated by a Bidder, containing unit and extended bid prices for all goods and/or services, identified by item numbers and descriptions, for which Bids are being submitted
11. **Business Entity** – any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
12. **Central Purchase Order (CT)** - a financial system document issued by the Contract Awarding Authority to encumber funds to pay for the deliverables identified in a Contract.
13. **City** - the City of Austin, a Texas home-rule municipal corporation.
14. **Compliance Plan** - is defined in chapter 2-9 of the City Code.
15. **Construction** - the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
16. **Contract** - a binding legal agreement between the City and the Offeror. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

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- A. any exceptions to the Offer accepted in writing by the City
 - B. the Supplemental Purchase Terms and Conditions
 - C. the Standard Purchase Terms and Conditions
 - D. the Offer, exhibits, and attachments; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.
17. **Contract Awarding Authority** - a City department authorized to enter into Contracts on behalf of the City.
18. **Contractor/Consultant** - a person, firm or entity that supplies or provides goods and/or services to the City by Contract.
19. **Controlling Interest** means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
20. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.
21. **Delivery Order** - a release against a Master Agreement authorizing delivery of goods and/or performance of services. A financial system document issued by the Department to encumber funds to pay for the deliverables.
22. **Disadvantaged Business Enterprise** - is defined in 49 Code of Federal Regulation Part 26 or other applicable federal regulations.
23. **Due Date** - the date and time specified for receipt of Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.
24. **Goods** - supplies, materials, or equipment.
25. **Highest Responsible Offer** - the highest Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid-Sale or Request for Quotation-Sale.
26. **Highest Responsible Offeror** - the Offeror submitting the "Highest Responsible Offer."
27. **Interested Party** – a person who has a Controlling Interest in a Business Entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.
28. **Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or on the Internet.
29. **Late Offer** - a Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
30. **Lowest Responsible Offer** - the Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid or Request for Quotation resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of

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the Vendor to perform the Contract, past performance of the Vendor, and compliance with all City ordinances concerning the purchasing process.

31. **Lowest Responsible Offeror** - the Offeror submitting the Lowest Responsible Offer.
32. **Master Agreement** - a term contract that is used when the total quantity required cannot be definitely fixed, but can be stated as an estimate or within maximum and minimum limits with deliveries on demand. A Master Agreement does not create a financial obligation.
33. **Minority-Owned Business** - is defined in chapter 2-9 of the City Code.
34. **Non-Professional Services** - services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
35. **Offer** - a complete signed response to a Solicitation including, but not limited to, an Invitation for Bid, a Request for Proposal, a Request for Qualification Statements, or a Request for Quotation.
36. **Offeror** - a person, firm, or entity that submits an Offer in response to a City Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. Includes Bidders, Proposers, Quoters, Contractors and Consultants.
37. **Pre-Bid / Proposal / Quote / Response / Submittal Conference** - a conference conducted by the Contract Awarding Authority, held in order to allow Offerors and Vendors to ask questions about the proposed Contract and particularly the Contract specifications.
38. **Professional Services** - services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
39. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Proposer to perform the resultant Contract.
40. **Proposal Guaranty** - a form of security assuring that the Proposer (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Proposer upon execution of a Contract.
41. **Proposer** - a person, firm or entity that submits a Proposal in response to a Request for Proposals. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
42. **Purchase Order (PO)** - an order placed by a City department for the purchase of Goods and/or Services written on the City's standard Purchase Order form and which, when accepted by the Vendor becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods and/or Services specified, and the City's commitment to accept the Goods and/or Services for an agreed upon price.
43. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.
44. **Quote** - a complete, properly signed response to a Request for Quotation, which if accepted, would bind the Offeror to perform the resultant Contract.

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- 45. **Quoter** - a person, firm or entity that submits a Quote in response to a Request for Quotations. Any Quoter may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 46. **Request for Information (RFI)** - a solicitation used to obtain "state of the art" information on goods and/or services for informational purposes only.
- 47. **Request for Interest (RFINT)** - a solicitation used to identify interest in a City requirement.
- 48. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.
- 49. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- 50. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.
- 51. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.
- 52. **Response** - a complete signed reply to a Solicitation including, but not limited to a Request for Information and/or a Request for Interest.
- 53. **Response Guaranty** – a form of security assuring that the Offeror (a) will not withdraw the Offer within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.
- 54. **Responsible** - refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- 55. **Responsive** - meeting all the requirements of a Solicitation.
- 56. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.
- 57. **Solicitation** - as applicable, includes Invitation for Bid, Invitation for Bid - Sale, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation – Sale, Request for Information, Request for Interest, or such other request as defined by the City.
- 58. **Subcontractor/Subconsultant** - a person, firm, or entity providing goods and/or services to a prime Contractor / Consultant to be used in the performance of the prime Contractor/Consultant's obligations under a Contract.
- 59. **Sub-Subcontractor/Sub-Subconsultant**- a person, firm or entity providing goods and/or services to a Subcontractor/Subconsultant to be used in the performance of the Subcontractor/Subconsultant's obligations under a Contract.

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- 60. **Unbalanced Offer** - an Offer that is based on prices which are significantly less than cost for some items and significantly more than cost for others.
- 61. **Vendor** - a person, firm, or entity that sells Goods and/or Services.
- 62. **Woman-Owned Business** - is defined in chapter 2-9 of the City Code.

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1. **VENDOR REGISTRATION:** All Vendors, Contractors, Subcontractors, Consultants, and Subconsultants desiring to sell to the City must be registered to do business with the City prior to submitting an Offer to a City solicitation. Prime Contractors/Consultants are responsible for ensuring that their Subcontractors/Subconsultants are registered. Registration can be done through the City's online vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.
2. **EQUAL OPPORTUNITY:**
 - A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
 - B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.
3. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM:**

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C, and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE participation are stated in each Solicitation and differ from contract to contract based on the type of contract, the availability of MBEs/WBEs to perform the functions of the contract, and other factors. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Program Package contained in Section 0900 of the Solicitation. When goals are established, Offerors are required to complete and return the MBE/WBE Compliance Plan with their Offer. If no goals are established, Offerors are required to submit the No Goals Utilization Plan. If a Compliance Plan or No Goals Utilization Plan is not submitted prior to the date and time set forth in the Solicitation, the Offer will not be accepted for consideration.
4. **SOLICITATION:**
 - A. **Review of Documents:** Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Offers. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
 - B. **Location of Documents:** Solicitations are issued by the Purchasing Office. The location and phone number for the Purchasing Office are specified in the advertisement and in the Solicitation.
5. **WRITTEN EXPLANATIONS OR CLARIFICATIONS:** Any material information given to one Offeror concerning a Solicitation will be furnished as an Addendum to all Offerors who have been issued a Solicitation. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations, clarifications or interpretations may be faxed to the City at (512) 974-2388. The fax must clearly identify the buyer's name and solicitation number.

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6. **PRE-BID / PROPOSAL / RESPONSE CONFERENCE:** If a Pre-Bid/Proposal/Response conference is mandatory, the time, place and mandatory nature of the conference will be specified on the cover page of the Solicitation. If a Pre-Bid/Proposal/Response Conference is mandatory and is not attended by an Offeror, their Offer will be rejected.
7. **PREPARATION OF OFFERS:**
- A. **Alternate Offers:** Alternate Offers will be rejected unless the Solicitation authorizes the submission of Alternates.
 - B. **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
 - C. **Bid / Proposal / Response Guaranty or Bond:** When required by the Solicitation, an Offer must be accompanied by a Bid/Proposal/Response Guaranty or a Bid / Proposal / Response Bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City.
 - D. **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Offeror may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" remains with the City.
 - E. **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Offeror shall state its best delivery time.
 - F. **Exceptions:** Exceptions that are taken to any portion of the Solicitation may jeopardize acceptance of the Offer.
 - G. **Free on Board (FOB) Point:** The Offeror should quote its lowest and best price, with the goods delivered to the place specified, at the Offeror's expense and risk, and there tender delivery to the City.
 - H. **Payment:** Payment terms shall be net 30 days.
 - I. **Prices:** Offers shall be firm unless otherwise specified. Pricing shall be entered on the Bid/Quote Sheet (if applicable) in ink. Totals shall be entered in the "Total Price" column of the Bid/Quote Sheet. In the event of a discrepancy between unit price and extended price, the unit price shall govern.
 - J. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a Response to an RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.
 - K. **Proprietary Information:**
 - i. All material submitted to the City becomes public property and is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, upon receipt.
 - ii. If an Offeror does not desire proprietary information in the Offer to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.
 - iii. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request.

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- iv. For Bids submitted in response to an Invitation for Bids (IFB), the City will not consider any requests to keep the contents of a Bid Sheet Proprietary or Confidential.
- L. **Signature**: The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the Offer must be initialed by the Offeror.
- M. **Taxes**: Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Offers should not include exempted taxes. The successful Offeror should request a Tax Exemption Certificate from the Purchasing Office. Under no circumstances shall the City be liable to pay exempt taxes under any Contract.
- N. **Anti-Lobbying and Procurement**: Article 6, Chapter 2-7, City Code, amended December 6, 2011, prohibits lobbying activities or representations by Offerors between the date that the Solicitation is issued and the date a Contract is executed.
- i. Definitions
- (1) **Agent**: a person authorized by a respondent to act for or in place of respondent, including a person acting at the request of respondent, a person acting with the knowledge and consent of a respondent, or a person acting with any arrangement, coordination, or direction between the person and the respondent.
 - (2) **Authorized Contact Person**: the person identified in a City Solicitation as the contact regarding the solicitation, or the authorized contact person's designee during the course of the no-contact period.
 - (3) **City Employee**: a person employed by the City.
 - (4) **City Official**: the mayor, members of the City Council, municipal court judges (including substitute judges), city manager, assistant city managers, city clerk, deputy city clerk, city attorney, deputy city attorney, all department heads or deputy department heads, whether such person is salaried, hired or elected, and all other persons holding positions designated by the City Charter. City official, unless otherwise expressly defined, includes individuals appointed by the mayor and city council to all City commissions, committees, boards, task forces, or other City bodies unless specifically exempted from this chapter by the city council.
 - (5) **Director**: the director of a department to which the Purchasing Officer has delegated authority for enforcing this Chapter.
 - (6) **No-Contact Period**: the period of time from the date of issuance of the Solicitation until a Contract is executed. If the City withdraws the Solicitation or rejects all Responses with the stated intention to reissue the same or similar Solicitation for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.
 - (7) **Response**: a complete signed offer to a Solicitation.
 - (8) **Respondent**: a person submitting an offer to a City solicitation including a bidder, a quoter, responder, offeror, or a proposer. The term "respondent" also includes:
 - (a) an owner, board member officer, employee, contractor, subsidiary, joint enterprise, partnership, agent, lobbyist, or other representative of a respondent;
 - (b) a person or representative of a person that is involved in a joint venture with the respondent, or a subcontractor in connection with the respondent's response; and
 - (c) a respondent who has withdrawn a response or who has had a response rejected or disqualified by the City.
 - (9) **Representation**: a communication related to a response to a council member, official, employee, or City representative that is intended to or that is reasonably likely to:
 - (a) provide information about a Response;
 - (b) advance the interests of the Respondent;
 - (c) discredit the Response of any other Respondent;
 - (d) encourage the City to withdraw the Solicitation;

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- (e) encourage the City to reject all of the Responses;
 - (f) convey a complaint about a particular Solicitation; or
 - (g) directly or indirectly ask, influence, or persuade any City Official, City Employee, or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the Solicitation.
 - (10) **Solicitation**: an opportunity to compete to conduct business with the City that requires City Council approval under City Charter Article VII Section 15 (Purchase Procedure).
- ii. Restrictions on Contacts:
- (1) During a no-contact period, a Respondent shall communicate only through the Authorized Contact Person.
 - (2) During the no-contact period, a Respondent may not make a representation to a City Official or to a City Employee other than to the Authorized Contact Person. This prohibition also applies to a vendor that communicates and then becomes a Respondent.
 - (3) The prohibition of representation during the no-contact period applies to a representation initiated by a Respondent, and to a representation made in response to a communication initiated by a City Official or a City Employee other than the Authorized Contact Person.
 - (4) If the City withdraws a Solicitation or rejects all Responses with a stated intention to reissue the same or similar Solicitation for the same or similar project, the no-contact period shall expire after the ninetieth day after the date the Solicitation is withdrawn or all Responses are rejected if the Solicitation has not been reissued during the 90-day period.
 - (5) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or Solicitation is cancelled.
 - (6) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the Solicitation is cancelled.
 - (7) The Purchasing Officer may allow Respondents to make representations to City Employees or City Representatives in addition to the Authorized Contact Person for a Solicitation that the Purchasing Officer finds must be conducted in an expedited manner; an expedited Solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The Purchasing Officer's finding and additional City Employees or City representatives who may be contacted must be included in the Solicitation documents.
 - (8) Representations to an independent contractor hired by the City to conduct or assist with a Solicitation will be treated as representations to a City Employee.
 - (9) A current employee, director, officer, or member of a Respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a Respondent, is presumed to be an Agent of the Respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the Purchasing Officer.
 - (10) A Respondent's representative is a person or entity acting on a Respondent's behalf with the Respondent's request and consent. For example, a Respondent may email their membership list and ask members to contact Council Members on the Respondent's behalf. The members are then acting per Respondent's request and with their consent, and the members have become Respondent representatives.
- iii. Allowed Representation:
- (1) If City seeks additional information from Respondent, the Respondent shall submit the representation in writing only to the Authorized Contact Person. The Authorized Contact Person will then distribute the written representation in accordance with the terms of the particular Solicitation. A Respondent cannot amend or add information to a Response after the Due Date.
 - (2) If Respondent wishes to send a complaint to the City, the Respondent shall submit the complaint in writing only to the Authorized Contact Person. The Authorized Contact Person shall distribute a complaint regarding the process to members of the City Council or members

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of the City board, to the Director of the department that issued the Solicitation, and to all Respondents of the particular Solicitation. However, the Purchasing Officer shall not permit distribution of any complaint that promotes or disparages the qualifications of a Respondent, or that amends or adds information to a Response. A determination of what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the Purchasing Officer's sole discretion. Bid protests are not subject to the subsection. Documents related to a bid protest may not be forwarded to Council under this subsection.

- (3) If a Respondent submits a written inquiry regarding a Solicitation, the Authorized Contact Person will provide a written answer and distribute both the inquiry and answer to all Respondents on the Solicitation.
 - (4) If a Respondent does not receive a response from the Authorized Contact Person, the Respondent may contact the Purchasing Officer.
 - (5) A Respondent may ask a purely procedural question, for example, a question regarding the time or location of an event, or where information may be obtained, of a City Employee other than the Authorized Contact Person. This section does not permit a Respondent to make suggestions or complaints about the contract process that constitutes a representation to a City Employee other than the Authorized Contact Person. Notwithstanding this subsection, a Respondent may not ask a procedural question of a Council member, a Council members' aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).
 - (6) This Article allows representations:
 - (a) made at a meeting convened by the Authorized Contact Person, including meetings to evaluate Responses or negotiate a contract;
 - (b) required by Financial Services Department protest procedures for vendors;
 - (c) made at a Financial Services Department protest hearing;
 - (d) provided to the Small & Minority Business Resources Department in order to obtain compliance with Chapter 2-9 A-D (the Minority-Owned and Women-Owned Business Enterprise Procurement Program);
 - (e) made to the City Risk Management coordinator about insurance requirements for a Solicitation;
 - (f) made in public at a meeting held under Texas Government Code, Chapter 551 (Open Meetings Act); or
 - (g) made from a Respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules or Professional Conduct.
 - (7) Nothing in this article prohibits communication regarding the Solicitation between or among City Officials or City Employees acting in their official capacity.
 - (8) A contribution or expenditure as defined in Chapter 2-2 (Campaign Finance) is not a representation.
- iv. **Contract Voidable:** If a contract is awarded to a Respondent who has violated these AntiLobbying & Procurement provisions, the contract is voidable by the City.
 - v. **Debarment:**
 - (1) If a Respondent has been disqualified under these provisions more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Respondent from the sale of goods or services to the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

8. **SUBMISSION OF OFFERS:** Offerors are required to submit an executed original and copies of the Offer as specified on the Offer Sheet of the Solicitation.

- A. **Documents required with Offer:** Submit the following documents with the Offer, as applicable, prior to the Due Date (**SEE SECTIONS 0400, 0500 and 0600 IN THE SOLICITATION FOR ADDITIONAL REQUIRED INFORMATION**). Failure to submit the documents may be grounds to reject the Offer:

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- i. Cover Page, Offer Sheet signed by an authorized representative; ii. Section 0600, Bid/Quote Sheet or Offer, as applicable; iii. Section 0605, Local Business Presence Identification, if applicable;
- iv. Section 0700, Reference Sheet, as applicable ;
- v. Sections 0835 – Non-Resident Bidder Provisions;
- vi. 0815, Living Wage and Benefits Contractor Certification, if applicable;
- vii. Section 0900, MBE/WBE Procurement Program Package;
- viii. Bid/Proposal Guaranty, if applicable; and ix.. any other document included in the Solicitation requiring completion or execution by the Offeror.

All other pages in the Solicitation should be retained by the Offeror.

- B. **Mailing:** Offers and Compliance Plans (when required by the Solicitation), must be returned in a sealed envelope or container marked on the outside with the:

**Offeror's Name & Address
Solicitation Number
Due Date and Time**

- i. If a MBE/WBE Compliance Plan is required, it may be submitted with the sealed Offer or in a separate sealed envelope. If the Compliance Plan is included with the Offer, the outside of the envelope must indicate that the Compliance Plan is included. If the Compliance Plan is submitted in a separate envelope, the outside of the envelope must identify the contents as the "Compliance Plan" and must also include the Offeror's name & address, the Solicitation number, and the Due Date and Time. If a Compliance Plan is required but is not submitted prior to the time set forth in the Solicitation, the Offer will not be accepted for consideration.
- ii. When sending an Offer and/or Compliance Plan, use the proper address as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Note: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

- iii. Unless authorized in the Solicitation, email, facsimile, or electronic Offers will not be accepted.

- C. **Addendum:** Receipt of an Addendum should be acknowledged by signing and returning the Addendum with the Offer or under separate cover prior to the Due Date. The Addendum should be returned with the Offeror's name, address, the Solicitation number, and the Due Date and Time. If the elements covered in the addendum directly impact cost and the addendum is not returned before the Due Date and Time, the offer will be disqualified.

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- D. **Acceptance of Offers:** Offers must be received and time stamped at the receptionist's desk in the Purchasing Office prior to the Due Date and Time. The time stamp clock on the receptionist's desk in the Purchasing Office is the official time of record and is verified daily with the local time service at (512) 476-7744. It is the sole responsibility of the Offeror to ensure timely delivery of the Offer. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Offeror.
- E. **Late Offers:** All Offers received after the Due Date and Time are considered late and will be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. Late Offers will be rejected unless the Purchasing Office, at its sole discretion, determines that the City's misdirection or mishandling was the sole or main cause for the Offer's late receipt at the designated location.
- F. **Rejection of Offers:** The City reserves the right to reject any or all Offers and to waive any minor informality in any Offer or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offer).

9. **MODIFICATION OR WITHDRAWAL OF OFFERS:**

- A. **Modification of Offers:** Offers may be modified in writing at any time prior to the Due Date.
- B. **Withdrawal of Offers:** Offers may be withdrawn in writing, by email, or by facsimile (provided that the facsimile is signed by the Offeror) at any time prior to the Due Date. An Offeror may also withdraw an Offer in person, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Offeror. Withdrawn Offers may be resubmitted, with or without modifications, up to the Due Date.

10. **OPENING OF BIDS:** The Purchasing Office representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each Bid aloud. Following the Bid opening, the City will post on the City's website the Bid Sheets from all timely received Bids.

11. **OPENING OF PROPOSALS / QUALIFICATIONS STATEMENTS AND RELEASE OF INFORMATION:** Proposals / Qualifications Statements will be opened in a manner that avoids disclosure of the contents. Following the Opening of Proposals / Qualification Statements, the City will post on the City's website the names of all Offerors submitting Proposals / Qualification Statements. At its sole discretion, the City may release to the public information that is contained in an opened Proposals / Qualifications Statement after City staff review, except as prescribed by State law, including Texas Government Code Chapter 552 and Local Government Code Chapter 252, provided that the City determines that the disclosure will not create a competitive disadvantage for the City.

12. **EVALUATION FACTORS AND AWARD FOR QUOTES AND BIDS:**

- A. **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous. An Offer containing prices significantly lower than all other Offeror's prices for an item will present a rebuttable presumption of irresponsibility.
- B. **Award:** Request for Quotations and Invitations for Bids will be awarded to the Lowest Responsible Offeror. Invitation for Bids – Best Value will be awarded to the offeror who provides goods or services at

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the best value for the City based on factors outlined in Section 0600. Request for Quotations – Sale and Invitation for Bids – Sale will be awarded to the Highest Responsible Offeror.

- C. **Local Business Presence:** A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.
- (1) For Invitations for Bids if the City receives a competitive sealed bid from an offeror who has Local Business Presences and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor.
- (2) For Request for Proposals and Invitation For Bids-Best Value: Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered a completed Section 0605 must be returned with the Offer.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- D. **Acceptance of Quote/Bid:** Acceptance of a Quote/Bid for an open market purchase or supply or service Master Agreement will be by a Purchase Order or a Contract as appropriate. Subsequent Delivery Orders may be issued as appropriate. The contents of a Quote/Bid shall become a part of the Purchase Order/Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by or authorized by an Authorized City Representative.

13. EVALUATION FACTORS AND AWARD FOR PROPOSALS AND RESPONSES:

Competitive Selection: This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Section 0600 of the Solicitation shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

14. RESERVATIONS: The City expressly reserves the right to:

- A. specify approximate quantities in the Solicitation;
- B. extend the Solicitation closing date and time;

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- C. waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;
 - D. waive any minor informality in any Offer or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror);
 - E. add additional terms or modify existing terms in the Solicitation;
 - F. reject an Offer containing exceptions, additions, qualifications or conditions not called for in the solicitation;
 - G. reject an Offer received from an Offeror who is currently debarred or suspended by the City or State;
 - H. reject an Offer received from an Offeror who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
 - I. reject an Offer that contains fraudulent information;
 - J. reject an Offer that has material omissions;
 - K. reject or cancel any or all Offers;
 - L. reissue a Solicitation;
 - M. procure any item by other means;
 - N. consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or
 - O. reject an Offer because of unbalanced unit prices;
15. **NEGOTIATIONS OF PROPOSALS:** The City reserves the right to negotiate all elements which comprise the Offeror's Proposal to ensure that the best possible consideration be afforded to all concerned.
16. **CONTRACT INCORPORATION:** Offeror should be aware that the contents of the successful Offer will become a part of the subsequent contractual documents. Failure of the successful Offeror to accept this obligation may result in the cancellation of any award. Any damages accruing to the City as a result of the successful Offeror's failure to contract may be recovered from the successful Offeror.
17. **OPPORTUNITY TO PROTEST:** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective Offeror and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Due Date for receipt of Offers, you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer Due Date.
 - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:
 - i. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated above.
 - iii. You must submit your protest in writing and must include the following information:
 - (1) your name, address, telephone, and fax number;
 - (2) the solicitation number and the CIP number, if applicable;
 - (3) a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.

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- v. When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- vi. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- vii. A decision will usually be made within fifteen (15) calendar days after the hearing.
- viii. The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- ix. When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that:
 - (1) the City urgently requires the supplies or services to be purchased, or
 - (2) failure to make an award promptly will unduly delay delivery or performance.In those instances, the City will notify you and make every effort to resolve your protest before the award.

18. INTERESTED PARTIES DISCLOSURE

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

19. POST OFFER DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR:

- A. **Letters of Intent:** When a MBE/WBE Compliance Plan is required, the successful Offeror must submit to the Purchasing Officer the Letters of Intent to subcontract required by the Compliance Plan within three (3) business days after notification. Failure to submit the required letters will be grounds for rejection of the Offer.
- B. **Certificates of Insurance:** When insurance is required, the Offeror must provide proof of coverage prior to execution of a Contract. The Offeror shall provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after written request from the City (See also "Insurance" in Section 0400, Supplement Purchase Provisions, of the Solicitation).
- C. **Bonds:** When Bonds are required, the Offeror must provide the bonds prior to the execution of the Contract. The Offeror shall provide the Bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

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- D. **Chapter 176 Conflict of Interest Disclosure:** In accordance with Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

HIPAA Business Associate Agreement

This Agreement is made and entered into between the City of Austin ("City") and Iron Mountain Information Management, LLC., (the "Business Associate"), and is made with reference to the following facts:

- i. The City and the Business Associate have entered into a citywide offsite records storage agreement (the "Underlying Agreement");
- ii. The parties are subject to the privacy and other requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- iii. Under the HIPAA Rules (defined below), the City is required to enter into a written agreement with the Business Associate under the terms and conditions provided below; and
- iv. The parties wish to enter into this Agreement in order to comply with the HIPAA Rules (defined below), and to safeguard Protected Health Information (defined below) appropriately.

Therefore, in consideration of their mutual undertakings set out in this Agreement, and for other good and valuable consideration, the parties agree to the following:

1. Definitions. As used in this Agreement:

- A. "HIPAA Rules" and/or "HIPAA" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.
- B. "Individually Identifiable Health Information" shall have the meaning set forth in 45 CFR 160.103.
- C. "Protected Health Information" shall have the meaning set forth in 45 CFR 160.103
- D. "Subcontractor" shall have the meaning set forth in 45 CFR 160.103..
- E. "Business Associate" shall have the same meaning as the term "business associate" set out at 45 CFR Part 160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate.

2. Permitted Uses and Disclosures of Protected Health Information by Business Associate.

- A. The Business Associate may use or disclose Protected Health Information for the management and administration of its internal business processes that relate to its legal responsibilities and its responsibilities under the services contract between the City and the Business Associate.
- B. The Business Associate may use or disclose Protected Health Information as required by law.
- C. The Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of Protected Health Information available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with HIPAA.
- D. Within ten (10) calendar days of receipt of a request by the City, the Business Associate shall provide

any Protected Health Information maintained by the Business Associate to the City so that an individual may have access to and to copy his or her Protected Health Information, in the format it such PHI was received for storage. In the event any individual requests access to Protected Health Information held by the Business Associate directly from the Business Associate, the Business Associate shall, within three (3) days forward such request to the City.

3. Prohibitions on Use and Disclosure of Protected Health Information by Business Associate.

- A.** The Business Associate will not use or further disclose Personal Health Information except as permitted or required by this Agreement, or as required by law.
- B.** The Business Associate shall not sell Protected Health Information, including patient or enrollee lists, nor use any Protected Health Information to engage in “marketing,” as that term is defined in 45 CFR Part 164.501.
- C.** The Business Associate shall not disclose Personal Health Information to any member of its workforce unless the Business Associate has advised such person of the Business Associate’s obligations under this Agreement and of the consequences for such person and for the Business Associate of violating them.
- D.** The Business Associate shall not disclose Personal Health Information to any agent, Subcontractor or other third party unless disclosure is required by law, or unless expressly approved in advance by the City in writing. Any such disclosure shall be made in accordance with 45 CFR Parts 164.502 and 164.308, and only upon the written agreement of the Agent, Subcontractor or other third party which shall include, at a minimum:
 - i. The agreement of such agent, Subcontractor or other third party that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate agree to be bound to substantially similar restrictions, conditions and requirements that apply to Business Associate with respect to such information;
 - ii. Reasonable assurances from such agent, Subcontractor or other third party that Personal Health Information will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such Agent, Subcontractor or other third party; and
 - iii. An agreement from such agent, Subcontractor or other third party to notify the Business Associate of any Breaches of Personal Health Information, to the extent it has obtained knowledge of such Breach.

4. Safeguards for Protected Health Information.

- A.** The Business Associate shall implement appropriate safeguards to prevent use or disclosure of Personal Health Information other than as permitted by this Agreement. The Business Associate shall provide the City with information concerning such safeguards as the City may from time to time request. Upon reasonable request, the Business Associate shall give the City access for inspection and copying to the Business Associate’s facilities used for the maintenance and processing of Personal Health Information, and to its books, records, practices, policies, and procedures concerning the use and disclosure of Personal Health Information.

- B. The Business Associate and any agent or Subcontractor shall comply with the minimum necessary provided however the City recognizes that due to the nature of the service, Business Associate is unable to independently determine what the minimum amount of information is in order to effectuate the intended purpose of the disclosure. . The Business Associate also agrees to mitigate, to the extent possible, any harmful effects known to the Business Associate of an improper use or disclosure of Personal Health Information by the Business Associate in violation of the requirements of this Agreement.
- C. The Business Associate shall maintain a record of all Personal Health Information disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the Personal Health Information, a brief description of the Personal Health Information disclosed, and the purposes of the disclosures.
- D. The Business Associate shall comply with all written directions from the City concerning:
 - (i) any special limitations on the use or disclosure of Protected Health Information beyond the requirements of the HIPAA Rules;
 - (ii) any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information that may affect the Business Associate's use or disclosure of such information; and
 - (iii) any restriction on the use or disclosure of Protected Health Information that the City has agreed to that may affect the Business Associate's use or disclosure of such information.
- E. Within ten (10) calendar days of notice by the City to the Business Associate that the City has received a request for an accounting of disclosures of Personal Health Information regarding an individual, the Business Associate shall make available to the City such information as is in the Business Associate's possession and is required for the City to make the accounting.
- F. Within five (5) business days of becoming aware of a use or disclosure of Personal Health Information in violation of this Agreement by the Business Associate, agent or Subcontractor, the Business Associate shall report such disclosure or use in writing to the City and describe the remedial action taken or proposed to be taken with respect to such use or disclosure.
- G. The Business Associate shall make Protected Health Information available to the City for amendment in a designated record set (provided Protected Health Information is received by Business Associate in a designated record set) pursuant to 45 CFR Part 164.526, or take other measures as necessary to satisfy the City's obligations under 45 CFR Part 164.526.
- H. The Business Associate acknowledges that the additional certain requirements of the HITECH Act (Health Information Technology for Economic and Clinic Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as the Omnibus Rule) issued by the U.S. Department of Health and Human Services on January 25, 2013 are applicable to the Business Associate. The Business Associate further acknowledges restrictions on the sales and marketing of protected health information without the explicit authorization of the individual.
- I. To the extent the Business Associate agreed in the Underlying Agreement to carry out one of more of the City's obligations under Subpart E of 45 C.F.R. Part1 164, the Business Associate will

comply with the requirements of Subpart E that apply to the City in the performance of such obligations.

- J. The Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the City except for the specific uses and disclosures set forth below:
 - a. The Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information remains confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances in which it is aware in which the confidentiality of the information has been breached.
 - b. The Business Associate may provide data aggregation services related to the health care operations of the City.

5. Term of this Agreement; Termination; Procedures upon Termination.

- A. This Agreement shall become effective upon execution by the parties, and shall be effective as of the date of the last party to sign.
- B. The term of this Agreement shall be coterminous with the Underlying Agreement.
- C. Except as provided in paragraph D, below, upon termination of this Agreement, the Business Associate shall return or destroy all Personal Health Information received from the City, or created or received by the Business Associate on behalf of the City. This provision shall also apply to Personal Health Information that is in the possession of Agents or Subcontractors of the Business Associate. The Business Associate shall retain no copies of the Personal Health Information.
- D. In the event that the Business Associate determines that returning or destroying the Personal Health Information is not feasible, the Business Associate shall provide to the City written notification of the conditions that make return or destruction infeasible. The Business Associate shall extend the protections of this Agreement to such Personal Health Information and limit further uses and disclosures of such Personal Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the Personal Health Information. The Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information.
- E. The Business Associate shall not use or disclosure the protected health information retained by the Business Associate other than for the purposes for which the protected health information was retained and subject to the same conditions set out in this Agreement which applied prior to Termination.

- F. **Survival.** The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

6. Other Provisions.

- A. **Indemnification.** Business Associate agrees to indemnify City from and against any fines or penalties imposed upon City as a result of any enforcement proceeding commenced by the Secretary or any civil action brought by a state Attorney General against City, which proceeding or action results directly and solely from any act or omission by Business Associate which is both a violation of the HIPAA Rules and a material breach of this BAA ("Claim"). Business Associate shall not be obligated to indemnify City for any portion of such fines or penalties resulting from (i) City's violation of the HIPAA Rules or this BAA, (ii) the negligent or intentional acts or omissions of City, or (iii) Claims which otherwise could have been avoided or mitigated through the commercially reasonable efforts of the City. The foregoing indemnity obligation is expressly conditional on City granting Business Associate the right at Business Associate's option and expense, and with counsel of its own selection, to control or participate in the defense of any such Claim, provided however, that to the extent any such Claim is part of a larger proceeding or action, Business Associate's right to control or participate shall be limited to the Claim, and not to the larger proceeding or action. In the event that Business Associate exercises its option to control the defense, then (i) Business Associate shall not settle any claim requiring any admission of fault on the part of the City without its prior written consent, (ii) the City shall have the right to participate, at its own expense, in the claim or suit and (iii) the City shall cooperate with the Indemnifying Party as may be reasonably requested. The foregoing states City's sole and exclusive remedy and Iron Mountain's sole liability for any loss, damage, expense or liability of City for any Claims in connection with this BAA. .

- B. **Remedies for Breach.** Without limiting the rights of the parties under paragraph 5, should the Business Associate breach any of its obligations under this Agreement, the City may at its option report the breach to the Secretary of the United States Department of Health and Human Services.

- C. **Notices.** Any notice by a party required or provided for under this Agreement shall be effective upon delivery via regular or electronic mail to the other party at the following address:

To the City:

To the Business Associate:

- D. **Amendments.** The parties agree to negotiate in good faith any amendment to this Business Associate Agreement that may be required from time to time as is necessary for the City or Business Associate to comply with the requirements of the HIPAA Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Customer to Business Associate, then either party shall have the right to terminate this Business Associate Agreement and the Underlying Agreement upon providing not less than thirty (30) days' written notice to the other party.

- E. **Construction of Terms.** A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended at the time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Agreed to by the parties through the signatures of their authorized representatives below:

THE CITY OF AUSTIN, TEXAS

By: E Lock

[Signature]

Name: Liz Lock

Title: PROCUREMENT SPECIALIST III

Date: 8/8/18

THE BUSINESS ASSOCIATE:

By: [Signature]

[Signature]

Name: Pinku Dutia

Title: Director, Business Support

Organization Name: Iron Mountain

Date: 08-06-2018

Approved as to Form and Legal Content:
Iron Mountain Legal Department

Katherine M. Tobin

Katherine Tobin, Corporate Counsel
Date: 07/27/2018
Customer Name: City of Austin



Iron Mountain Info

Kevin Grogan, Director of Customer and Business Development

4121 S. Industrial Drive

Austin, TX 78748

(512) 748-6412

kevin.grogan@ironmountain.com



One Federal Street, Boston, MA 02110 USA ironmountain.com

Iron Mountain Connect™ is Iron Mountain's online customer portal that helps you manage your offsite records and shred programs. It features security driven by individual logins and passwords and the database resides on a centralized dedicated server that users can navigate without fear of data corruption that can occur with location-specific databases. You should use this tool to place orders (for boxes, shred containers and delivery and pickup services), run activity reports, and access inventory data.

With Iron Mountain Connect you can:

- Access, search and retrieve physical records stored offsite with Iron Mountain
- Request physical records to be imaged by Iron Mountain
- Add your own metadata, records policies and retention schedules to your physical records stored with Iron Mountain
- View and analyze key metrics to monitor the progress of your Records and Information Management (RIM) program for records stored offsite with Iron Mountain
- Use administrative tools to control who has access to your records and information. You set access permissions based on job or department criteria as well as manage users in one place.

Iron Mountain Connect and Records Management Application Key Features

Once you log into Iron Mountain Connect, the home page is full of information to help you get started. Here you can:

- Contact Iron Mountain Support directly for help via the request form
- View training, videos and tutorials; and
- Read the latest updates from Iron Mountain, including new feature releases

Administrators can use the “Manage User tools” function to define which applications, such as Records Management or Shredding Center, various company employees can access. They can assign access to specific customers, divisions and departments, while also managing a user's permissions across those organizations, so admins can restrict functionality and make sure information stays in the right employee's hands.

Records Management

Our Records Management application, embedded in Iron Mountain Connect, has been extensively redesigned and enhanced to help you find and locate your information quickly and efficiently.

Grid displays let you more easily interact with information on the page, and scrolling and tabbing features help you spend more time using your information rather than searching for it. Navigation has also been simplified using an accessible left-side navigation bar with intuitive menu selections and sub-menus to make it easier for you to interact with your records.

Improved Search and Results Filtering

Search functionality now lets you quickly find what you need to perform records management tasks critical to your daily work. These enhancements include:

- Easy left-side search navigation
- One-click navigation to change or revise search parameters

- Customizable search results displays with filtering and built-in results sorting, including add/remove columns and drag, drop and resize columns
- Search across multiple customer IDs, divisions and/or departments at once in real-time
- Search by SafeKeeperPlus® (SKP) barcodes, your internal numbering system, keyword search to find groups of records with specified words or partial words in description fields, date range or alphanumeric range qualifiers, and records classification codes
 - Basic searches are by keyword as well as filters such as, organization, record type and status
 - Advanced searches can filter by organization, record type, status, dates and specific metadata fields and descriptions. A user may also sort and filter within the search results.

Multi-Box Search

Iron Mountain Connect Records Management now offers multi-box search where you can simultaneously search for up to 1,000 boxes of records. You can cut and paste a list of SKP barcode numbers or customer box numbers from a spreadsheet, document or email or manually enter the record numbers to search.

Box and File Templates for Consistent and Compliant Records Data Entry

The Box and File Template feature has also been updated so that admins can now use easy to find box and file templates to customize the data entry experience for their users. The admin can set required, enabled and disabled fields using a 3-step process, which streamlines your experience when adding and editing records. It also ensures minimum required information is added to the records to drive compliance and ensure records can be searched for and managed consistently.

Easy Three-Step Workflows and Order Tracking

Workflows have been updated to use a standard start to finish approach where you can follow simple, 1, 2, 3 step processes such as, picking up or delivering records, ordering supplies, and other workflows.

Order tracking has been improved so that you can search orders using a specific date range or last 30/60/90 days. You can also sort and filter search results columns using easy to read and customizable search results.

Reporting

With Iron Mountain Connect Records Management, you can create numerous search result reports to display in minutes and you remain within the application to access them. Report options are available to help you decide what information to include. Some of the available options monitor and measure:

- Participation and usage.
- Inventory health and consistency
- Retention management process
- Records management costs

Once ready, reports can be exported in CSV and PDF formats.

Improved User and Organization Management

User Management features now enables an admin user to search for users in one central location and update a user's permissions or multiple users' permissions with a single click. The admin user can manage an entire organization using a single screen, making it easier to locate your company's information.

Centralized Address List

Address List Management now includes one centralized address repository that keeps the address list consistent and error-free. You can set default and favorite addresses and populate within user workflows, such as pickup or delivery, minimizing user error.

Customized Supply List

Supply lists now provide pictures that show what type of supply you are selecting. Admins can also customize supply lists so only preferred supplies are available for selection.

The Iron Mountain Connect online portal is also the gateway to other Iron Mountain services that can help you manage your records and information management program.

Additional Iron Mountain Connect Applications

Shredding Center

Using our online portal, you can now easily link to shred features to help manage your program, by tracking a shred request through the Order Tracking feature within the Records Management application. Within the Shredding Center, you have the ability to run reports and view your shredding schedule online.

Purchase Order Management

The Purchase Order Management application provides users the ability to create and manage their company's purchase orders in a way that is convenient for them. Users are able to see not only purchase orders that they have created using the application, but also any purchase orders from their company that have been created either in the application or directly by Iron Mountain. Lastly, users can set themselves up for ongoing purchase order management success by creating dynamic notifications which will alert the designated individual(s) when it is time to update or create a new purchase order.

Policy Center

Policy Center is a cloud-based retention policy management platform that provides a user-friendly way to maintain up-to-date document retention guidelines. The available subscriptions* are tiered based on the level and complexity of your organization's information governance (IG) or records and information management (RIM) program. With Policy Center you can manage your information through the entire information life-cycle - from creation to use to disposition. The Policy Center Essential and Standard Editions are accessed through the Iron Mountain Connect portal.

Policy Center Essential Edition

Essential Edition is designed for customers requiring a ready-made, read-only, retention schedule that covers the basic corporate functions of business. With this edition you'll receive a Corporate Function Schedule that includes suggested record classes and retention rules for a country that are updated annually. The retention schedule can be viewed using simple web-based software. This edition is available as a subscription service and billed monthly. Essential edition includes legal content, called Citations, which describe the laws within a single jurisdiction that drive retention of digital or physical records. Essential edition is the key component of the Iron Mountain Governance, Risk and Compliance service, and is available exclusively through the Iron Mountain Connect™ portal.

Policy Center Standard Edition

Standard Edition is also accessed through the Iron Mountain Connect™ portal, and is designed for customers in need of a ready-made, editable, retention schedule that covers the basic corporate functions of business. Other pre-packaged retention schedules are also available that address, for example, banking, insurance and pharmaceutical industries. Retention schedules include suggested record classes and retention rules for a single country. The retention schedule and associated legal content are updated annually. The retention schedule can be viewed using simple web-based software. This edition is available as a subscription service and billed monthly. Standard edition includes legal content, called Citations, which describe the laws within a single jurisdiction that drive retention of digital or physical records. Read-only, Policy Director and Application Administrator User Roles are available to manage viewing and editing privileges.

*Detailed information for each of the four Policy Center editions can be accessed [here](#).

The Iron Mountain Connect and SecureSync production servers are backed up daily using standard backup software to tape. These tapes are encrypted and we use our own internal offsite data management service. The tapes are currently being stored in one of our locations in Ohio. Generally speaking, the retention of the daily tapes is for 30 days.

We also have a Disaster Recovery instance that replicates data that is tested annually. Our primary data center is in Boyers, Pennsylvania and our back up data center is in Kansas City, Missouri.

Iron Mountain tracks its monthly uptime statistics for Iron Mountain Connect. These statistics are based on reported outages tracked through our internal Major Incident process. In large part, the data is manually pulled based on the reported incident or event alerts.

We also have internal monitoring set up for all of our production infrastructure components (servers, firewalls, network, and storage) to report and alert when critical infrastructure components reach set thresholds or go down unexpectedly.

Iron Mountain's robust information security controls are extensive and designed to protect our customers' assets; our Global Security group is responsible for maintaining a high level of both physical and digital security throughout our organization. At a high level, security controls include three-tier architecture protected by firewalls, encryption of data at rest and in transit, unique identification requirements (no shared logins), strong password requirements, access limitation to least-privilege required, hardened infrastructure, standard workstation images loaded, deactivation of removable media ports, IT management of desktops that disallows user modification and automated monitoring of system and server logs. If the customer/prospect has a signed non-disclosure agreement with us, we can provide copies of our SOC 2 report and our Security Assurance Package upon request.

We conduct vulnerability assessments and penetration tests on our network systems as follows:

- Vulnerability Scan: Rapid7 Nexpose scans are conducted on a rolling weekly basis for both internal and external networks.
- Network level penetration testing: Manual network level penetration testing is conducted annually.
- Application level scans: Dynamic application security scans are conducted quarterly against our production applications.
- Application level penetration testing: Manual application level penetration testing is performed annually.

Our Global Safety Risk and Security organization works with our engineering and infrastructure teams to remediate issues identified by these processes.

Iron Mountain demonstrates our commitment to protecting and storing customer information as if it were our own with our SysTrust®-SOC 3 certification — an audit of our IT systems by Ernst & Young, an outside, independent auditor to ensure we have appropriate internal controls in place for security, availability, processing integrity and confidentiality of our IT infrastructure environment.

Additionally, Iron Mountain has taken an industry leading position on safeguarding customer information. To this end, we engaged the services of Neohapsis as an independent auditor to ensure and certify that our policies, systems and technologies comply with the Payment Card Industry (PCI) Data Security Standard.

Iron Mountain's compliance within the program is defined as a Level 1 service provider. Neohapsis performs annual onsite audits, confirming compliance with the PCI Data Security Standard for our records management, data protection and secure shredding services. We are proud to be recognized on the list of "compliant service providers" published by Visa.

The compliance requirements of PCI fall within the following six areas:

1. Build and maintain a secure network
2. Protect cardholder data
3. Maintain a vulnerability management program
4. Implement strong access control measures
5. Regularly monitor and test networks
6. Maintain an information security policy

Iron Mountain's Secure Shredding service is AAA Certified by the National Association for Information Destruction, Inc. (NAID) and is the largest shredding vendor to achieve NAID certification. Iron Mountain is proud to have taken a leadership role in the development of NAID's standards, which focus on operational workflows and security.



Prepared For

City of Austin

June 15, 2018



Iron Mountain Info

Kevin Grogan, Director of Customer and Business Development

4121 S. Industrial Drive

Austin, TX 78748

(512) 748-6412

kevin.grogan@ironmountain.com



One Federal Street, Boston, MA 02110 USA ironmountain.com

Executive Summary

It is overwhelming to identify where you can make the biggest impact and deliver sustainable business value from your Information Management program. In your information ecosystem, where data collides with multiple technologies and constantly shifting demands, complexity is everywhere. Complexity exists not just within your information, but within the solutions you have in place today. Evolving your information program from where it is today to where it should be tomorrow can seem a daunting endeavor.

But achieving your information objectives can be easier than you think, and you don't have to pave the path alone. By removing complexity and prioritizing the areas of investment, you can move away from reactive information management to proactive information transformation.

Throwing complex solutions on top of complex problems does not provide an information advantage. You need simply intelligent solutions to transform your program into a platform for delivering value. Taking the lead role in thoughtful information improvement that gets you from where you are today to where you want to be tomorrow makes you an enabler of your company's strategy.

The entire Iron Mountain team is very excited about the opportunity to help City of Austin comply with the regulations that govern you and leverage your program to make good business decisions – all while controlling your total cost of ownership.

Corporate Responsibility at Iron Mountain

At Iron Mountain we are committed to living by our core values and putting them into action every day and in everything we do – from safeguarding our customers' information to empowering employees, serving our communities, and protecting the environment. In 2016 we acquired fellow global storage and information management provider, Recall Holdings. The size of the Recall business and the fact that they too reported on CR goals led us to combine the 2015 results of both companies, creating a new baseline for measuring the combined 2016 performance of both companies. Please see our [2016 Corporate Responsibility Report](#) for a comprehensive look at our efforts.

Our Planet

Renewable Energy We achieved our 2016 goal of increasing our usage of renewable electricity in North America from wind, from less than 1% to 2.5%. New renewable energy contracts have made Iron Mountain one of the top 25 green power buyers among the largest 500 U.S. companies by revenue according to the EPA Green Power Partnership.

And based on our current operational footprint, wind and solar will provide about 50% of our electricity needs in 2018.

Climate Impacts With the addition of Recall in 2016, we missed our goals for lowering greenhouse gas (GHG) emissions and maintaining electricity usage, with GHG emissions increasing 0.7% and energy usage increasing 3.3% against the restated 2015 baselines. However, on a like-for-like basis, our energy usage at "same locations" was lower year-over-year due to a \$2.5 million investment in LED lighting retrofits, and these improvements were only offset by growth in our data center business and acquisitions in our art storage business.

Managing Our Fleet In 2016 we increased the size of our fleet with the Recall acquisition; however, Legacy Iron Mountain fleet operations improved gas mileage slightly year/year. In 2017 we actively tested alternative fuel vehicles including electric vehicles.

Managing Materials To minimize environmental impacts, we carefully select the corrugated cardboard boxes we use to store our customers' records. The boxes we purchase in North America are made with 65% recycled material and with roughly 71% in Europe. These are purchased from preferred suppliers with chain-of-custody certification who follow environmentally responsible practices.

e-Waste We are an e-Stewards® Enterprise, verifying our commitment to securely destroy, recycle, or dispose of our customers' electronic assets properly. In 2016, we helped our customers to responsibly dispose of 9,445 tons of electronics and backup tapes and 767 tons of X-ray film.

Shredding In 2016, 557,296.5 tons of cardboard and paper were recycled from our US customers through our Secure Shredding services.

Our Communities and Our People

We created the Living Legacy Initiative to help museums and other nonprofits protect and provide access to our shared cultural and heritage treasures. Some of our recent partners include the National WWII Museum, The



Papers of Abraham Lincoln, the Pauli Murray Center for Social Justice, the City of Boston, The Grammy Foundation, the C.H. Booth Library in Newtown, Conn., and CyArk, a non-profit foundation that uses 3-D laser scanners to digitally preserve the world's most important cultural and heritage sites.



Our Moving Mountains volunteer program empowers our employees to support causes they care about by offering paid time off for volunteer work. In 2016, our employees in North America volunteered over 50,000 hours during work hours or personal time.

Iron Mountain has publicly committed to achieving diversity goals to increase the representation of women and minorities in leadership by 2020. As of Jan. 2017 women



accounted for 24% of our leadership roles (Director and above, North America), a year/year increase from 22%. Minorities accounted for 9% (U.S.). Our Employee Resource Groups (ERGs) allow employees to come together based on their shared life experiences and are open to all. HOLA@IM was a new ERG started in 2016, bringing the total to six, including LGBTQ@IM, BlackColleagues@IM, Millennials@IM, Women@IM, and Veterans@IM.

We believe that by pursuing environmental stewardship and seeking to reduce our footprint, we can deliver better results for our business and for the environment. Our key goals are to know, share and address the environmental impacts of our business. This process includes looking at the ways we impact the environment and attempting to better understand and measure these impacts.

In 2012, we began the process of evaluating the impacts our business has on climate change and what impacts climate change might have on our business. Each year we report in detail our progress on all fronts in our annual Corporate Social Responsibility Report. A copy of our most recent report can be downloaded from our website at <http://www.ironmountain.com/About-Us/Corporate-Social-Responsibility/News-and-Noteworthy/Corporate-Social-Responsibility-Reports.aspx>.

Some of our key accomplishments are highlighted below:

Fleet

Our routing optimization software allows us to use fewer vehicles and drive fewer miles, reducing our emissions and fuel usage. This software also provides valuable data to assist us in continually improving our fleet performance.

Renewable Energy

We currently get about 40% of our US energy from renewable sources. The Amazon wind farm came online in October 2017, and we are contracted for 7,000 MWhrs from this wind farm (10% of the wind farm's total production). This alone covers 30% of our US energy use.

Waste and Recycling

Our Secure IT Asset Disposition (SITAD) service in the United States provides a safe and responsible way for our customers to dispose of or recycle their electronic waste. In 2016, we helped our customers to responsibly dispose of 9,445 tons of electronics and backup tapes and 767 tons of X-ray film. We also offer secure destruction of paper documents and used boxes through our shredding service. This offering in the United States provides a safe and environmentally conscious solution for our customers looking to dispose of documents. We offer onsite and offsite shredding services on a one-time or reoccurring basis to tailor each solution to the customer's needs. One hundred percent of paper shredded through this service is recycled, and customers using this service are given reports that outline the environmental benefits attributed to their document disposal. In 2016 557,296.5 tons of cardboard and paper were recycled through this service.

Iron Mountain has achieved much success in the last three years related to our environmental commitments. Highlights of our achievements include:

- Iron Mountain was named to the Dow Jones Sustainability Indices (DJSI) North American Index in both 2015 and 2016, recognizing the company's commitment to corporate responsibility and sustainability. The rankings track the financial performance of leading sustainability-driven companies, and analyze economic, environmental, and social performance. The indices serve as benchmarks for investors who integrate sustainability considerations into their portfolios.
- We are a member of the FTSE4Good Index, which measures the performance of companies that meet globally recognized corporate responsibility standards.
- In the UK, Iron Mountain has achieved BS EN ISO 14001 Certification, which is awarded to organizations that demonstrate good environmental management and continual reduction of their environmental impacts.
- Our Shredding Services in North America are AAA certified by the National Association for Information Destruction (NAID); Our shred-all policy results in a 100% recycling rate of paper in the U.S. and Canada.

We've secured [a fourth renewable supply agreement](#) with Renewable Power Direct that will add a new 5 Megawatt (MW) block of wind power to our Mid-Atlantic electric supply through 2020.

The additional 43,000 MW hours per year is equivalent to the annual electricity needs of more than 4,000 average homes. The physical energy will be sourced from EDP Renewables North America's Meadow Lake III Wind Farm, located in Indian – EDPR will also supply renewable energy certificates to support the new deal, verifying the delivery of the renewable energy back to the electricity grid.

The move comes just weeks after [our acquisition of IO Data Centers in the U.S.](#), and as we continue to expand our data center presence across the globe.

"Green power is a big issue in the data center business, for price and for customer attraction and retention," said Kevin Hagen, Director of Corporate Responsibility. "Expanding our Data Center business will require a lot more power and our Global Real Estate energy team has developed industry-leading know-how in buying cost effective renewable energy. Their expertise and creative deals like this one will help 'green' our new IO portfolio in a way that turns what might have been a weakness into a competitive advantage.."

A previous agreement with RPD allowed us to power parts of our New Jersey and Pennsylvania operations with local wind energy, and provided us with 3 to 4 percent of our North American electricity for three years at a fixed competitive market price.

"With this transaction, we continue to demonstrate that we can expand our commitment to renewable energy by using new models that are both simple to implement and cost effective," said Chris Pennington, Energy Manager.

The new deal complements our mix of corporate sustainability strategies, including traditional power purchase agreements and on-site projects. RPD's supply model allows us to replace a portion of our current electricity purchases with a new tranche of wholesale renewable energy, while keeping our existing retail electricity agreement.

"Layering in green power blocks to replace brown blocks provides a drop-in product for large customers, as well as providing a practical way to green almost any buyer's electricity supply using a standard retail purchase contract," said Mark Mancino, RPD's vice president of sales. "This transaction is another example of how RPD brings together the pieces of the wholesale and retail energy puzzle for forward-thinking companies like Iron Mountain. With Iron Mountain's sustainability leadership, we worked in concert with their retail supplier and energy consultant to develop and execute this renewable solution."

Sustainability requires a team approach to be successful. Taking responsibility for and addressing Environmental, Social and Governance (ESG) impacts of our business is a major undertaking, which is made easier and more impactful when we coordinate and collaborate with likeminded companies. Iron Mountain is a participant in a number of collaborative efforts. For example, last year we became a signatory to the United Nations Global Compact (UNGC). We've also joined the Renewable Energy Buyers Alliance (REBA) organized by World Wildlife Fund (WWF), Business for Social Responsibility (BSR), World Resources Institute (WRI) and Rocky Mountain Institute (RMI). And we have coordinated with customers and community partners to host some of the world's most successful public paper collection and shred days.

One of our most material ESG issues is customer data privacy.

Iron Mountain is committed to protecting and securing our customers' information and privacy. This is our promise and the core of both our culture and service offerings. As many of our customers explore ways to minimize their own impact, we are developing solutions and services to help them meet their goals simultaneously.

For example, our secure shred services protect sensitive data and recycle the paper – last year we processed over 500,000 tons of paper. Another example is Secure IT Assets disposal where we protect the data that could be hidden in obsolete electric devices such as computer hard drives and other office equipment through certified decommissioning, while assuring a solution to customer's e-waste challenges by ensuring responsible recycling or certified destruction.

Another service offering that helps our customers meet their goals is our data center service offering, which is now 100% powered by renewable energy. We can currently provide market leading secure data center co-location services without the pollution and climate impacts of conventional energy sources. As a result, our customers are meeting their Data Center needs cost effectively and helping achieve their corporate Greenhouse Gas and Climate commitments.

Iron Mountain continues to leverage a number of channels to engage with our customers and understand how we can help them meet their environmental goals. Those channels include customer advisory boards, surveys, industry forums, round tables and more.

Iron Mountain-Austin Initiatives

Iron Mountain has installed solar panels on the roof of our Pflugerville facility. This facility is 63,000 square feet. All of the energy collected goes back to the power grid.



Iron Mountain is transitioning to re-usable pallet wraps. This will eventually eliminate the need for plastic wrap, thereby reducing plastic production and landfill waste.



- Iron Mountain utilizes routing software that examines the routes for any given day and sequences stops to minimize miles driven. This software is updated regularly to capture changes in roads to keep it current.
- Iron Mountain measures our drivers' route variance vs. route plan. We hold our drivers accountable to any variances vs. their plan. This keeps us efficient, on time and minimizes fuel consumption.
- Iron Mountain measures idle time for our vehicle fleet. We strive to only have the truck on while actually in route. We coach our employees not to idle their trucks for extended periods of time.
- Iron Mountain is compliant with the City of Austin recycling program. Each of our facilities has blue recycling bins in our offices as well as recycling dumpsters in our yards.

Conclusion

Records and information management is complex. Knowing exactly where to focus to accelerate adoption and achievement of your program goals is overwhelming. Trust in Iron Mountain's solutions and expertise to solve City of Austin's evolving challenges now and in the future. No matter where your program is in maturity, you can be sure to have a partner that can provide you solutions to drive improvements that tighten defensibility and harness the power of your records and information for business use.

It will be our pleasure to partner with you to take your program to new heights of performance.

Directions for Completing

FSD Purchasing Office Certification of Exemption Form

(The following steps must be completed prior to forwarding form to Purchasing)

1. Enter date of request in MM/DD/YYYY format
2. Enter Purchasing Buyers name
3. Enter Department requesting exemption
4. Enter Originator of certification
5. Enter phone number of Originator
6. Select one of the exemptions that that apply to this procurement
7. Complete the Exemption Form providing any additional information required for the chosen exemption
8. Enter Vendor's Company Name
9. Enter Total Aggregate Amount
10. Obtain signature of:
 - Person requesting exemption (Originator)
 - Department Director or designee
 - AE General Manager (for Critical Business Needs)
 - Assistant City Manager, AE General Manager or designee (for all other exemptions where the purchase > \$50,000)
11. Forward completed form to Purchasing:
 - Buyer reviews and signs document
 - Purchasing Officer or designee (only required if purchase > \$50,000)



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 04/26/2018

DEPT: Office of the City Clerk

TO: Purchasing Officer or Designee

FROM: Eric Stene

BUYER: Liz Lock

PHONE: (512) 974-1388

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

The City currently stores over 74,000 cubic feet of inactive records off-site at Iron Mountain's Records Center. Iron Mountain ensures compliance with State and local retention requirements in a safe, secure, and climate controlled environment. This contractor has been the City's provider for storage of inactive records for over 17 years.

SafeKeeperPLUS, an internal system created by Iron Mountain, is used to ensure efficient and secure records management which the City is now in compliance with.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Records and information management is complex and requires a provider to securely manage valuable information. Off-site records storage facilities are required to comply with appropriate building, fire and safety, electrical, mechanical and regulatory codes, security, climate control, and pest control. The Contractor adheres to personnel policies regarding confidentiality, HIPPA, Privacy Act, and other applicable federal, state, and local legal requirements, and shall hold applicable certifications such as operating a forklift.

Under the current contract, withdrawal of these records from Iron Mountain to a new Contractor would cost the City approximately \$160,000. Finding another Contractor willing to absorb the cost of picking up and moving these records to a new facility would be cost prohibitive. Finding another Contractor that can safely and securely handle the volume of records currently in storage, the volume of requests from multiple City facilities for deliveries and pick-ups, and adequate space for expansion would be difficult.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Iron Mountain
which will cost approximately \$ 1,750,000.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Eucal Stone
Originator

5/4/18
Date

Approved
Certification

James A. Gomez
Department Director or designee

5/1/18
Date

[Signature]
Assistant City Manager / General Manager
or designee (if applicable)

5/4/18
Date

Purchasing Review
(if applicable)

E. Lode
Buyer

5/4/18
Date

CDH
Manager Initials

Exemption Authorized
(if applicable)

Samuel Ford
Purchasing Officer or designee

5/4/18
Date

02/26/2013

April 6, 2018

Ms. Liz Lock

Procurement Specialist II

City of Austin Purchasing Office

124 West 8th Street

Austin, TX 78701

Dear Ms. Lock,

The Iron Mountain team is very pleased to continue our partnership with City of Austin as a professional service provider. City of Austin has trusted Iron Mountain to securely manage their most valuable information assets for over 18 years. At Iron Mountain we have a firm philosophy of safeguarding your information as if it were our own, so you can always trust your records are secure.

Iron Mountain dedicates considerable resources to ensure that our facilities are appropriate, safe and secure. Our Senior Vice President of Real Estate heads the Real Estate and Facilities Engineering Department, which includes a fully staffed facility engineering group led at the director level. All Iron Mountain record centers comply with standards established by this corporate function and with all appropriate building, fire and safety, electrical, mechanical and other regulatory codes. Before an Iron Mountain record center opens for storage deposits, we conduct a comprehensive quality control audit, including all relevant regulatory inspections and permits, as well as an internal audit of record centers requirements.

Iron Mountain's specifications for new buildings include:

- Utilization of smoke and/or heat detection systems designed in accordance with NFPA72, "Standards for Fire Alarm System," and NFPA 101, "System Smoke Detection," to provide an early warning during the incipient stage of fire development
- Fire Suppression systems including in-rack or in-aisle and ceiling sprinklers
- All detection, suppression and alarm systems are monitored around the clock and are routinely tested

In addition, Iron Mountain employs a professional Global Security Services organization. This team is also responsible for information security and incident management. Our security measures include:

- A comprehensive personnel screening process that includes a thorough background investigation and pre-employment drug screening
- Stringent physical security measures tailored to the needs of specific location and environment. These measures include any of the following: positive access control and intrusion detection systems, alarms, and CCTV
- Industry-leading asset protection policy and procedures with continuous employee training to ensure strict adherence to requirements
- On-going security integrity audits to monitor compliance and ensure our security plans are current, viable, and reflect industry best practices

The backbone of our records management solution is SafeKeeperPLUS,[™] our internal system. It is a tailored records management application, built by Iron Mountain over the years to ensure we provide customers with efficient, predictable, and secure capabilities across a global footprint. SafeKeeperPLUS is developed on a Progress database platform, powered by enterprise class HP UNIX.

The functional capabilities of the Iron Mountain SafeKeeperPLUS® inventory management system (which customers access through Iron Mountain Connect) are as follows:

- Barcode technology accurately tracks and audits inventory status, transactions, and movement of materials
- Validation of department/expense codes when the order is initiated minimizes cost allocation issues.
- Validation of record codes and automatic calculation of destruction eligibility ensures that items entered into inventory are assigned to a valid record code. Further, automatic calculation of the destruction eligibility date based on the record code and the customer retention schedule ensures compliance with your records management program.
- Real-time access to information about a record is available, regardless of where it is stored within the Iron Mountain record center network.
- Departmentalized billing at various levels provides flexibility to allocate expenses to user organization. The monthly invoice also includes supplemental reports, both in summary and detail.
- Passwords are required to ensure only authorized individuals gain access to customer records.
- Double-key verification ensures that data entered into the Iron Mountain system is accurate.
- Management exception reports enhance quality control within the records center.
- Flexible systems architecture can respond to specific customer requirements.

Iron Mountain Connect™ is Iron Mountain's online customer portal that helps you manage your offsite records and shred programs. It features security driven by individual logins and passwords and the database resides on a centralized dedicated server that users can navigate without fear of data corruption that can occur with location-specific databases. You should use this tool to place orders (for boxes, shred containers and delivery and pickup services), run activity reports, and access inventory data.

With Iron Mountain Connect you can:

- Access, search and retrieve physical records stored offsite with Iron Mountain
- Request physical records to be imaged by Iron Mountain
- Add your own metadata, records policies and retention schedules to your physical records stored with Iron Mountain
- View and analyze key metrics to monitor the progress of your Records and Information Management (RIM) program for records stored offsite with Iron Mountain
- Use administrative tools to control who has access to your records and information. You set access permissions based on job or department criteria as well as manage users in one place.

Iron Mountain demonstrates our commitment to protecting and storing customer information as if it were our own with our SysTrust®-SOC 3 certification — an audit of our IT systems by Ernst & Young, an outside, independent auditor to ensure we have appropriate internal controls in place for security, availability, processing integrity and confidentiality of our IT infrastructure environment.

Additionally, Iron Mountain has taken an industry leading position on safeguarding customer information. To this end, we engaged the services of Neohapsis as an independent auditor to ensure and certify that our policies, systems and technologies comply with the Payment Card Industry (PCI) Data Security Standard.

Iron Mountain's compliance within the program is defined as a Level 1 service provider. Neohapsis performs annual onsite audits, confirming compliance with the PCI Data Security Standard for our records management, data protection and secure shredding services. We are proud to be recognized on the list of "compliant service providers" published by Visa.

The compliance requirements of PCI fall within the following six areas:

- 1.Build and maintain a secure network
- 2.Protect cardholder data
- 3.Maintain a vulnerability management program
- 4.Implement strong access control measures

5.Regularly monitor and test networks

6.Maintain an information security policy

Iron Mountain's Secure Shredding service is AAA Certified by the National Association for Information Destruction, Inc. (NAID) and is the largest shredding vendor to achieve NAID certification. Iron Mountain is proud to have taken a leadership role in the development of NAID's standards, which focus on operational workflows and security.

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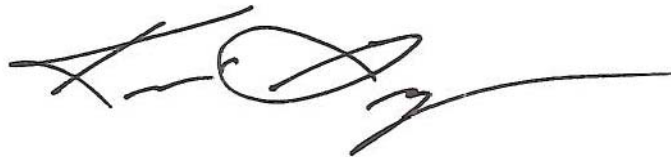
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- 2.Protect cardholder data
- 3.Maintain a vulnerability management program
- 4.Implement strong access control measures
- 5.Regularly monitor and test networks
- 6.Maintain an information security policy

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Records and information management is complex. Knowing exactly where to focus to accelerate adoption and achievement of your program goals is overwhelming. Trust in Iron Mountain's solutions and expertise to solve City of Austin's evolving challenges now and in the future. No matter where your program is in maturity, you can be sure to have a partner that can provide you solutions to drive improvements that tighten defensibility and harness the power of your records and information for business use.

It will be our pleasure to continue our partnership to take your program to new heights of performance.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Grogan', with a long horizontal line extending to the right.

Kevin Grogan

Director, Customer and Business Development

South Texas Territory

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Iron Mountain

Signature of Officer or
Authorized
Representative:



Date:

6-19-2018

Printed Name:

Pinku Dutia

Title

Director, Business Support



MEMORANDUM

**City of Austin
Financial Services Department
Purchasing Office**

TO: Memo to File

FROM: Liz Lock, Procurement Specialist III

RE: Form 1295- Entities Not Applicable (Publicly Traded Business)

Per House Bill 1295 a publicly traded entity is not required to submit a 1295 Form. Government Code provided at the following link: <https://www.ethics.state.tx.us/statutes/Gov-Code-2252.908-12-19-17.htm#2252.908>.

Section (c)4 reads as follows:

- *Text of subsection as amended by Acts 2017, 85th R.S., Ch. 526 (SB 255)
(Changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018).*

(c) Notwithstanding Subsection (b), this section does not apply to:

- (1) a sponsored research contract of an institution of higher education;*
- (2) an interagency contract of a state agency or an institution of higher education;*
- (3) a contract related to health and human services if:*
 - (A) the value of the contract cannot be determined at the time the contract is executed;*
 - and*
 - (B) any qualified vendor is eligible for the contract;*
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;*
- or*
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

City of Austin requires the Contractor to provide documentation of being publicly traded if Form 1295 is not submitted.

INVESTOR RELATIONS

NYSE: IRM \$34.33 ▼ 0.07 (0.2%)

ASX: INM A\$46.85 ▲ 0.04 (0.09%)

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Iron Mountain Acquisition of Recall

Iron Mountain to Participate in Investor Conferences

February 2018

IRON MOUNTAIN TO PARTICIPATE IN INVESTOR CONFERENCES

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Contact Investor Relations

INVESTOR TOOLS

Info Request

Financial Tear Sheet

RSS Feeds

Company Overview

Iron Mountain Incorporated (NYSE: IRM), founded in 1951, is the global leader for storage and information management services. Trusted by more than 225,000 organizations around the world, and with a real estate network of more than 85 million square feet across more than 1,400 facilities in over 50 countries, Iron Mountain stores and protects billions of valued assets, including critical business information, highly sensitive data, and cultural and historical artifacts. Providing solutions that include information management, digital transformation, secure storage, secure destruction, as well as data centers, cloud services and art storage and logistics, Iron Mountain helps customers lower cost and risk, comply with regulations, recover from disaster, and enable a more digital way of working. Visit www.ironmountain.com for more information.

Recent News

June 18, 2018

[Iron Mountain Enters Croatian Market With Acquisition of Arhiv Trezor](#)

June 7, 2018

[Iron Mountain to Participate in Stifel Cross Sector Insight Conference](#)[› See All Iron Mountain in the News](#)

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Liz Lock/ 512-974-2034	PM Name/Phone	Eric Stene/ 512-974-1388
Sponsor/User Dept.	City Clerk/ 4500	Sponsor Name/Phone	Lauren Brumley/ 512-974-9106
Solicitation No	EAL0301	Project Name	Off-site Records Storage
Contract Amount	\$350,000/annually	Ad Date (if applicable)	

Procurement Type

- | | | |
|---|--|--|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Sole Source* | | |

Provide Project Description**

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

Former contract was a sole source exemption for Iron Mountain under contract NS130000021

List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)

96269- 90%, 64025- 10%

Liz Lock

11/21/2017

Buyer Confirmation

Date

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received	11/21/2017	Date Assigned to BDC	11/21/2017
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There is one MBE firm available to perform scope.

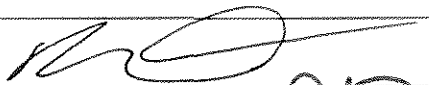
Subcontracting Opportunities Identified

No subcontracting opportunities identified.

Rachelle Delouis

SMBR Staff

Signature/ Date



12/1/17

SMBR Director or Designee



Date

12/4/17

Returned to/ Date: